**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF MARYLAND**

| | | |
|---|---|---|
| **UNITED STATES OF AMERICA,** | * | |
| | * | |
| **Plaintiff,** | * | |
| | * | |
| **v.** | * | **CIVIL NO. DKC-20-2071** |
| | * | |
| **REAL PROPERTY LOCATED IN POTOMAC, MARYLAND, COMMONLY KNOWN AS 9908 BENTCROSS DRIVE, POTOMAC, MD 20854 AND ALL APPURTENANCES, IMPROVEMENTS, AND ATTACHMENTS LOCATED THEREON, AND ALL RENTAL AND OTHER INCOME GENERATED BY THE PROPERTY, OR ANY PROPERTY TRACEABLE THERETO,** | * | |
| | * | |
| **Defendant *In Rem*.** | * | |
| | * | |
| | ******* | |

**DECLARATION OF SPECIAL AGENT ANDREA C. RANDOU IN SUPPORT OF THE UNITED STATES' SUPPLMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT AND FINAL ORDER OF FORFEITURE**

I, Andrea C. Randou, a Special Agent with Homeland Securities Investigations, do hereby declare:

## Introduction and Agent Background

1. I am a Special Agent with the Department of Homeland Security, Homeland Security Investigations and have been so employed since 2019. I am currently assigned to Illicit Proceeds and Foreign Corruption Group. If called upon, I can testify to the facts set forth in this declaration which are based upon reports and information known to me and/or furnished to me by other law enforcement sources or officials from the government of The Gambia.

2. This declaration is submitted in support of the United States' supplemental memorandum in support of its motion for default judgment and final order of forfeiture as to the following property:

> Real property located in Potomac, Maryland, commonly known as 9908 Bentcross Drive, Potomac, MD 20854 and all appurtenances, improvements, and attachments located thereon, and all rental and other income generated by the property, or any property traceable thereto

(the "Defendant Property").

3. I submit that there are sufficient facts to support a reasonable belief that, should this case proceed to trial, the United States would be able to prove the forfeitability of Defendant Property, under 18 U.S.C. § 981(a)(1)(A) and (a)(1)(C), as both (a) property constituting, derived from, or traceable to the proceeds of "specified unlawful activity," as that term is defined in 18 U.S.C.§ 1956(c)(7), or a conspiracy to commit "specified unlawful activity," and (b) as property involved in money laundering violations of 18 U.S.C. § 1956 and 1957.

**Summary of Facts Supporting Forfeiture**

4. As referenced in the Verified Amended Complaint for Forfeiture *In Rem* (ECF No. 6, the "Amended Complaint") documentary evidence in support of the allegations therein came from the government of The Gambia, law enforcement sources, and publicly available information. The Gambia established a commission to investigate the Jammeh regime's public corruption, formally named the Commission of Inquiry Into The Financial Activities of Public Bodies, Enterprises and Offices as Regards Their Dealings With Former President Yahya A.J.J. Jammeh And Connected Matters (the "Janneh Commission" or "Commission").[1] The Commission began its work in 2017 and issued its findings in a nine-volume report (the "Commission's Report")

[1] As explained in the Amended Complaint, the Janneh Commission was named after the Chairman of the Commission, Sourahata Semega-Janneh.

issued to the public on September 13, 2019. The United States was provided a copy of the Commission's Report and it is available online at https://gainako.com/the-janneh-commission/.

5. The Commission's Report was summarized by The Gambia's Ministry of Justice in a separate document entitled "The White Paper." The White Paper is available online at https://www.moj.gm/download-file/21ba671b-d0f1-11ea-837b-025103a708b7.

6. As the Commission Report, its witness testimony, and its supporting documentation make clear, Jammeh's pattern of corruption included soliciting and extorting bribes from businesses operating in The Gambia and causing funds to be withdrawn in cash from The Gambia's Central Bank with little or no paperwork to describe or justify the use of these public funds. For example, during the two-year period preceding the 2010 purchase of the Defendant Property in Potomac, Maryland, Jammeh granted monopoly rights to businesses over lucrative sectors of the Gambian economy, e.g., fuel importation and telecommunication rights, in exchange for bribes and kickbacks. Although these monopoly rights were granted for a period of years, Jammeh would periodically and repeatedly threaten to rescind these rights from their custodians unless these businesses paid him additional bribes and kickbacks.

7. Petroleum Company, a company controlled by Businessman #1, was granted exclusive monopoly rights by Jammeh over all petroleum imports into The Gambia. In July 2010, however, Petroleum Company was informed by its petroleum supplier that its monopoly over fuel imports into The Gambia would cease at the end of 2010. In seeking to reverse this decision, on or about July 30, 2010, Businessman #1 requested that Jammeh issue a letter confirming Petroleum Company's continued monopoly rights over The Gambia's petroleum imports through 2014. Bank records for Petroleum Company at Trust Bank Ltd. show on July 30, 2010, the equivalent of

$1,000,000 U.S. Dollars/30,000,000 Dalasi[2] (at 2010 exchange rates) being transferred out of its account. On August 10, 2010, Businessman #1 received a letter from Secretary General Mustapha Yarbo, a Gambian official on Jammeh's presidential staff, confirming Petroleum Company's continued monopoly rights over the Gambian petroleum importation industry. The letter informed Businessman #1, "His Excellency has endorsed your request to continue as the sole government appointed agent for the importation of fuel into The Gambia until 2014 in accordance with the agreement." Attached as **Exhibit 1** are true and correct copies of the correspondence as obtained from The Gambia, including copies of these letters and the relevant bank statement, showing the transfer of funds.

8. Similarly, Telephone Management Services Firm, a legal entity owned by Businessman #2, was a company retained by The Gambia to provide telecommunications services in The Gambia, including international telephone and internet services, beginning in or about 2007. Businessman #1 continued to function as an intermediary between Jammeh and Telephone Management Services Firm. The Commission found that in or about 2007, Jammeh approved the Gambian government's sale of fifty percent of the shares of Gamtel, a state-owned telecommunications enterprise, and its subsidiary to Telephone Management Services Firm for $35 million USD. This was a fraction of Gamtel's actual market value. At about the same time, The Gambia also entered into a multi-year contract for management and other services, including international telephone and internet services, with another entity held by Telephone Management Services Firm. In or about 2008, Jammeh caused The Gambia to terminate its agreement with Telephone Management Services Firm. Although Businessman #2 requested that the Gambian Government return the $35 million USD he paid to The Gambia for Gamtel's shares, only $5

[2] The Dalasi is the official currency of The Gambia.

million USD was repaid by the Ministry of Finance to Businessman #2 (with the remaining $30 million unaccounted for after being misappropriated by the Jammeh regime). Attached as **Exhibit 2** are true and correct copies of correspondence, as obtained from The Gambia, noting these exchanges.

9. On or about August 8, 2010, records show Zineb Jammeh settled the MYJ Family Revocable Trust and executed a Certificate of Trust Existence and Authority. An employee of Petroleum Company signed the Certificate of Trust as a witness and provided his business address as the address for the MYJ Family Revocable Trust and his email address as the point of contact for the real estate transaction. Attached as **Exhibit 3** are true and correct copies of business records of Paragon Title & Escrow Company ("Paragon Title"), the Maryland title company involved in the purchase of the Defendant Property, which include an agreement between the MYJ Family Revocable Trust and Paragon Title related to the purchase of the Defendant Property, a Certificate of Trust Existence and Authority for the MYJ Family Revocable Trust, and email communications with Paragon Title on behalf of the Trustee of the MYJ Family Revocable Trust.

10. On or about August 11, 2010, according to Trust Bank Ltd. records, an employee of Petroleum Company opened an account at Trust Bank Ltd. in Banjul, The Gambia in the name of the MYJ Family Trust. This was one day after Petroleum Company received a re-affirmance of their fuel importation monopoly rights, one day after it transferred $1,000,000 USD from its account at Trust Bank Ltd., and while Businessman #2 was seeking to re-establish the Telecommunication and Internet Services Management Firm's contract with the Gambian government. On or about August 13, 2010, according to Trust Bank Ltd. records, the employee of Petroleum Company deposited bulk cash in U.S. currency into the MYJ Family Trust account in three separate transactions: $800,000; $125,000; and $75,000. In total, the Petroleum Company

employee caused $1,000,000 USD in cash to be deposited into the MYJ Family Trust account that day. On or about August 18, 2010, $1,000,000 USD was transferred via wire from the MYJ Family Trust account to an account at Wachovia Bank in Bethesda, Maryland in the name of Paragon Title. As referenced in the Verified Amended Complaint, additional deposits were made in The Gambia and then wired to Paragon Title and Escrow Company's Wachovia Bank account in Bethesda, Maryland. After approximately $3,562,610 USD was wired from the MYJ Family Trust account in August and September 2010 to Paragon Title and Escrow Company's Wachovia Bank account in Bethesda, Maryland, the MYJ Family Trust account, at Trust Bank Ltd. in The Gambia possessed a negative balance. On or about September 16, 2010, approximately $4,000 USD in additional funds were transferred from Petroleum Company's account to the MYJ Family Trust account at Trust Bank Ltd. in The Gambia. These funds were used to reconcile the MYJ Family Trust account's negative balance. Attached as **Exhibit 4** are true and correct copies of a Certification of Foreign Records of a Regularly Conducted Activity, attaching an inventory of bank documents from Trust Bank, Ltd. in Banjul, The Gambia and copies of the bank records.

11. On September 20, 2010, the Defendant Property was purchased in the name of the MYJ Family Trust for $3,500,000 USD, plus $62,610 USD in closing costs. In furtherance of the transaction, a deed for the Defendant Property was issued to the trustees of the MYJ Family Trust and a recorded copy was requested to be mailed to Paragon Title in Bethesda, Maryland. Attached as **Exhibit 5** is a true and correct copy of the Deed to the Defendant Property.

12. After the Defendant Property was purchased, upon information and belief, Zineb Jammeh periodically occupied the house and Jammeh's children attended schools in the Washington, D.C. area. Zineb Jammeh occasionally traveled to the area, employing a household staff to maintain the Defendant Property when she was not there. In 2020, the Jammehs rented the

Defendant Property to a tenant for a two-year period, at a price of $9,500 per month. Attached as **Exhibit 6** is a true and correct copy of the Residential Lease Agreement for the Defendant Property.

I declare under penalty of perjury, pursuant to Title 28, United States Code, Section 1746, that the foregoing Declaration is true and correct to the best of my knowledge, information, and belief.

Executed on this 28th day of March 2022.

Andrea C. Randou
Special Agent
Homeland Security Investigations

# Exhibit 1

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EURO AFRICAN GROUP LTD.

H.E. Sheikh Professor Alhaji Dr. Yahya A.J.J. Jammeh
The President of The Republic of The Gambia
State House
Banjul, The Gambia

July 30, 2010

Ref: EAG / PP / 010297

Subject: **Fuel Importation**

Your Excellency,

We have been informed by our supplier of petroleum, Total International Limited (TIL) in Geneva, that they were contacted and visited by GNPC claiming that they have a mandate to assume all fuel importation into The Gambia by the and of 2010 and that Euro African Group Limited (EAGL) will no longer be the government appointed agent by the end of the year.

TIL have taken the matter very seriously, due to the fact that GNPC is a parastatal, and have since asked that EAGL clear all outstanding loans which were borrowed to build the petroleum storage facility at Mandinari before year end.

Furthermore, due to the long standing excellent business relationship that EAGL had built with TIL over many years, TIL had agreed on occasions to stock product at Mandinari as Strategic Stock without Letters of Credit in place. This advantage for The Gambia has now been withdrawn following this development.

This situation has had numerous serious damaging effects to our business and jeopardized all the credibility that we have built over the years. The only way we can salvage the situation and resume the normal good relation with TIL is to obtain a formal letter from the Government of The Gambia which confirms that EAGL indeed remains the exclusive government appointed agent for fuel importation for the agreed period of five years from the date of commencement of operations of the storage facility i.e. 2014, in line with the letter issued from the Government of The Gambia, which TIL have in their records.

Your Excellency, we would like to thank You for Your continuous support and kindly look forward to your Blessed Directives in relation to this subject.

Respectfully yours,

Mohamed Bazzi

Certified true copy DSE Bah for SG 1/8/19

Standard Chartered House, 2nd Floor, Kairaba Avenue, The Gambia
Tel:+(220) 439 62 88, +(220) 439 62 69 Fax: + (220) 439 62 76 E-mail: info@eagl.gm

*Embassy of the United States of America*

# FINAL CERTIFICATION BY UNITED STATES EMBASSY BANJUL OF A CERTIFIED COPY OF A FOREIGN PUBLIC DOCUMENT

**[In compliance with USA Federal Rules of Evidence 902(3) and (4)]**

The undersigned declarant hereby declares, certifies, verifies or states the following:

1. I am a secretary of the United States Embassy Banjul, which is the United States embassy to The Republic of The Gambia.

2. The attached document is a certified true copy of a one page letter dated July 30, 2010, Ref: EAG/PP/010297, Subject: **Fuel Importation**, from Mohamed Bazzi, Euro African Group Ltd., addressed to H.E. Shiekh Professor Alhaji Dr. Yahya A.J.J. Jammeh, The President of The Republic of The Gambia, State House, Banjul, The Gambia, which on August 1, 2019, has been sealed with the stamp of the Office of the President, State House Banjul, and signed by Mrs. Roheyatou Kah, the Deputy Secretary to Cabinetl for the Secretary General of said office.

3. The signature of Mrs. Roheyatou Kah, the Deputy Secretary to Cabinet is genuine and this is an official position within the Office of the President of the Republic of The Gambia with custody of the documents filed in the Office of the President and authorized by the law of the Republic of The Gambia to affix the seal of that Office and attest to true copies of public documents from the files of that Office.

Agnel Haynes

Signature

EMBASSY OF THE UNITED STATES OF AMERICA BANJUL

AGNEL HAYNES - BERRY

Printed Name

SECRETARY of the U.S. Embassy

Title

August 2, 2019

Date of Declaration/Execution

**THE REPUBLIC OF THE GAMBIA**

Office of the President
State House
Banjul

**CONFIDENTIAL**
Ref: PR/C/697[A] (97 – MSY)

10th August 2010

Mohamed Bazzi
Euro African Group Limited
2nd Floor, Standard Chartered House
Kairaba Avenue

**RE: FUEL IMPORTATION**

We acknowledge receipt of your letter on the above subject dated 30th July 2010 addressed to His Excellency the President in which you requested for Euro African Group Limited to remain the exclusive government appointed agent for the importation of fuel into The Gambia until 2014 as earlier agreed. Following a review, I am glad to inform you that His Excellency has endorsed your request to continue to as the sole government appointed agent for the importation of fuel into The Gambia until 2014 in accordance with the agreement.

By a copy of this letter, the Ministries of Petroleum, Finance and Energy as well as Gambia National Petroleum Company are hereby duly informed of this new directive which supersedes that issued earlier.

Best regard.

Mustapha S. Yarbo
**For Secretary General**

CC:
Commissioner, Ministry of Petroleum
Permanent Secretary, Ministry of Finance
Permanent Secretary, Ministry of Energy
Managing Director Gambia National Petroleum Company
File
R/File

Certified true copy
DSL Kah
for SG
1/8/19

*Embassy of the United States of America*

# FINAL CERTIFICATION BY UNITED STATES EMBASSY BANJUL OF A CERTIFIED COPY OF A FOREIGN PUBLIC DOCUMENT

**[In compliance with USA Federal Rules of Evidence 902(3) and (4)]**

The undersigned declarant hereby declares, certifies, verifies or states the following:

1. I am a secretary of the United States Embassy Banjul, which is the United States embassy to The Republic of The Gambia.

2. The attached document is a certified true copy of a one page letter dated 10th August, 2010, Ref: PR/C/697A (97-MSY), **RE: FUEL IMPORTATION**, addressed to Mohamed Bazzi, Euro African Group Ltd., from Mustapha S. Yarbo, For Secretary General, Office of the President, State House, Banjul, The Republic of The Gambia, which on August 1, 2019, has been sealed with the stamp of the Office of the President, State House Banjul, and signed by Mrs. Roheyatou Kah, the Deputy Secretary to Cabinet for the Secretary General of said office.

3. The signature of Mrs. Roheyatou Kah, the Deputy Secretary to Cabinet is genuine and this is an official position within the Office of the President of the Republic of The Gambia with custody of the documents filed in the Office of the President and authorized by the law of the Republic of The Gambia to affix the seal of that Office and attest to true copies of public documents from the files of that Office.

Signature

EMBASSY OF THE UNITED STATES OF AMERICA BANJUL

AGNEL HAYNES-BERRY
Printed Name

SECRETARY of the U.S. Embassy
Title

August 2, 2019
Date of Declaration/Execution

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 22-Aug-2017

For Customer Service
Call us at 4225777/8/9

| |
|---|
| 11010298101 |
| EURO AFRICAN GROUP LIMITED |
| GAMBIAN DALASIS |
| Customer Current A/C |

| |
|---|
| EURO AFRICAN GROUP LIMITED |
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 23 Jul 2010 | TBL CHQ#2968068 | 001cn55102040069 | | 23 Jul 2010 | 1,483,406.00 | 0.00 | -22,571,493.23 |
| 23 Jul 2010 | TBL CHQ#2968065 | 001cn55102040070 | | 23 Jul 2010 | 242,902.00 | 0.00 | -22,814,395.23 |
| 23 Jul 2010 | | 003ch52102040067 | | 27 Jul 2010 | 0.00 | 2,100,000.00 | -20,714,395.23 |
| 23 Jul 2010 | | 003ch52102040096 | | 23 Jul 2010 | 0.00 | 7,076,900.00 | -13,637,495.23 |
| 24 Jul 2010 | TRF OF FNDS TO A/C#11011453001 | 001cq51102050005 | | 24 Jul 2010 | 10,000,000.00 | 0.00 | -23,637,495.23 |
| 26 Jul 2010 | FX/3652/10 $2500 | 001bc02102070011 | | 26 Jul 2010 | 75,750.00 | 0.00 | -23,713,245.23 |
| 27 Jul 2010 | FX/3672/10 USD 40000 | 001cb01102080011 | | 27 Jul 2010 | 1,212,750.00 | 0.00 | -24,925,995.23 |
| 27 Jul 2010 | CASH WTDL GBP3000 | 001cb02102080015 | | 27 Jul 2010 | 133,500.00 | 0.00 | -25,059,495.23 |
| 27 Jul 2010 | CHEQUE ISSUED | 003dh50102080001 | 2968073 | 27 Jul 2010 | 365,700.00 | 0.00 | -25,425,195.23 |
| 27 Jul 2010 | TBL CHQ#2968072 | 001cn56102080043 | | 27 Jul 2010 | 1,000,000.00 | 0.00 | -26,425,195.23 |
| 27 Jul 2010 | ECOBANK CHQ#00100022 RD | 001bv02102080057 | | 27 Jul 2010 | 500,000.00 | 0.00 | -26,925,195.23 |
| 28 Jul 2010 | CHQS DISCOUNTED | 001ba01102090103 | | 28 Jul 2010 | 0.00 | 29,266,444.44 | 2,341,249.21 |
| 28 Jul 2010 | ECOBANK CHQ300521 RD | 001bv03102090004 | | 28 Jul 2010 | 500,000.00 | 0.00 | 1,841,249.21 |
| 29 Jul 2010 | FX/3744/10 FOR EUR3750 + CHG | 001bd71102100010 | | 29 Jul 2010 | 149,812.50 | 0.00 | 1,691,436.71 |
| 29 Jul 2010 | FUNDS TRF TO 11011453001 | 001db11102100001 | | 29 Jul 2010 | 600,000.00 | 0.00 | 1,091,436.71 |
| 30 Jul 2010 | TBL BANK CHQ # 00521643 ISSUED | 001db02102110002 | | 30 Jul 2010 | 30,000,000.00 | 0.00 | -28,908,563.29 |
| 30 Jul 2010 | TBL BANK CHQ # 00521644 ISSUED | 001db02102110004 | | 30 Jul 2010 | 2,641,500.00 | 0.00 | -31,550,063.29 |
| 30 Jul 2010 | FX/3779/10 EUR 60470 | 001bc03102110025 | | 30 Jul 2010 | 2,416,526.50 | 0.00 | -33,966,589.79 |
| 31 Jul 2010 | CSH PD TO AWA JALLOW AS PER AUTH | 001bv00102120029 | | 31 Jul 2010 | 5,449,128.00 | 0.00 | -39,415,717.79 |
| 31 Jul 2010 | CHARGES APPLIED | 001CTCAGMD 00002 | | 01 Aug 2010 | 95,293.03 | 0.00 | -39,511,010.82 |
| 31 Jul 2010 | INTEREST APPLIED | 001DRINGMD 00002 | | 01 Aug 2010 | 182,060.91 | 0.00 | -39,693,071.73 |

**2010 Aug**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 22-Aug-2017
For Customer Service
Call us at 4225777/8/9

| 11010298101 |
|---|
| EURO AFRICAN GROUP LIMITED |
| GAMBIAN DALASIS |
| Customer Current A/C |

| EURO AFRICAN GROUP LIMITED |
|---|
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Aug 2010 | SCB # 01293253 | 002cj50102140029 | | 05 Aug 2010 | 0.00 | 12,394,800.00 | -27,298,271.73 |
| 02 Aug 2010 | BEING AMAUNT PAID TO AWA JALLOW | 001ai52102140001 | | 02 Aug 2010 | 1,077,662.50 | 0.00 | -28,375,934.23 |
| 03 Aug 2010 | ECOBANK CHQ#0010023 RD | 001bv01102150032 | | 03 Aug 2010 | 500,000.00 | 0.00 | -28,875,934.23 |
| 03 Aug 2010 | | 003ch52102150038 | | 03 Aug 2010 | 0.00 | 4,462,350.16 | -24,413,584.07 |
| 04 Aug 2010 | FUND TRF TO A/C 095122 | 001bv03102160068 | | 04 Aug 2010 | 536,500.00 | 0.00 | -24,950,084.07 |
| 04 Aug 2010 | SCB CHQ#01293253 RD | 001bv03102160094 | | 04 Aug 2010 | 12,394,800.00 | 0.00 | -37,344,884.07 |
| 05 Aug 2010 | | 001db03102170012 | | 09 Aug 2010 | 0.00 | 12,394,800.00 | -24,950,084.07 |
| 05 Aug 2010 | BANK DRAFT ISSUED | 001db04102170046 | | 05 Aug 2010 | 4,000,000.00 | 0.00 | -28,950,084.07 |
| 05 Aug 2010 | BANK DRAFT ISSUED | 001db04102170050 | | 05 Aug 2010 | 4,700,000.00 | 0.00 | -33,650,084.07 |
| 05 Aug 2010 | BANK DRAFT ISSUED | 001db04102170056 | | 05 Aug 2010 | 2,200,000.00 | 0.00 | -35,850,084.07 |
| 05 Aug 2010 | BANK DRAFT ISSUED | 001db04102170058 | | 05 Aug 2010 | 5,200,000.00 | 0.00 | -41,050,084.07 |
| 06 Aug 2010 | W/UNION SENT $500 IFO LOIDA | 001bc02102180015 | | 06 Aug 2010 | 16,030.00 | 0.00 | -41,066,114.07 |
| 10 Aug 2010 | TRF OF FNDS TO A/C#11011453001 | 001cq51102220009 | | 10 Aug 2010 | 1,000,000.00 | 0.00 | -42,066,114.07 |
| 11 Aug 2010 | PYT TO FELIX CEESAY | 001CQWL102230029 | 2968071 | 11 Aug 2010 | 366,000.00 | 0.00 | -42,432,114.07 |
| 11 Aug 2010 | PYT TO FELIX CEESAY | 001CQWL102230029 | 2968071 | 11 Aug 2010 | 50.00 | 0.00 | -42,432,164.07 |
| 11 Aug 2010 | PYT TO FELIX CEESAY | 001CQWL102230053 | 2968067 | 11 Aug 2010 | 254,278.00 | 0.00 | -42,686,442.07 |
| 11 Aug 2010 | PYT TO FELIX CEESAY | 001CQWL102230053 | 2968067 | 11 Aug 2010 | 50.00 | 0.00 | -42,686,492.07 |
| 12 Aug 2010 | | 002cj50102240048 | | 12 Aug 2010 | 0.00 | 5,000,000.00 | -37,686,492.07 |
| 12 Aug 2010 | FIB CHQ#1111090 | 001bv02102240002 | | 16 Aug 2010 | 0.00 | 1,580,269.00 | -36,106,223.07 |
| 12 Aug 2010 | ECOBANK CHQ#1000032 | 001bv01102240093 | | 16 Aug 2010 | 0.00 | 5,000,000.00 | -31,106,223.07 |
| 13 Aug 2010 | FUND TRF TO A/C 114530 | 001bv00102250007 | | 13 Aug 2010 | 1,000,000.00 | 0.00 | -32,106,223.07 |
| 17 Aug 2010 | BANK CHQ#00548832 | 001bv00102290022 | | 17 Aug 2010 | 536,500.00 | 0.00 | -32,642,723.07 |
| 17 Aug 2010 | FX 4046/10 $10000 | 001bc60102290044 | | 17 Aug 2010 | 305,750.00 | 0.00 | -32,948,473.07 |
| 17 Aug 2010 | FIB CHQ#00111090 | 001bv01102290087 | | 17 Aug 2010 | 1,580,269.00 | 0.00 | -34,528,742.07 |
| 17 Aug 2010 | TBL CHQ # 2968074 | 001do53102290018 | | 17 Aug 2010 | 5,000,000.00 | 0.00 | -39,528,742.07 |
| 18 Aug 2010 | REV OF BANK CHQ | 001db01102300016 | | 18 Aug 2010 | 0.00 | 536,500.00 | -38,992,242.07 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

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TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
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THEGAMBIA

Date : 22-Aug-2017
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| 11010298101 |
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| GAMBIAN DALASIS |
| Customer Current A/C |

| EURO AFRICAN GROUP LIMITED |
|---|
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| | ISSUED DD13/08/10 | | | | | | |
| 18 Aug 2010 | FIB CHQ#1111090 | 001bv00102300022 | | 21 Aug 2010 | 0.00 | 1,580,269.00 | -37,411,973.07 |
| 18 Aug 2010 | TBL # 02968076 | 002cj50102300029 | | 18 Aug 2010 | 300,000.00 | 0.00 | -37,711,973.07 |
| 19 Aug 2010 | | 001cq50102310014 | | 19 Aug 2010 | 0.00 | 5,000,000.00 | -32,711,973.07 |
| 19 Aug 2010 | | 001cq55102310009 | | 19 Aug 2010 | 0.00 | 13,639,271.29 | -19,072,701.78 |
| 24 Aug 2010 | | 003dc00102360029 | 2968078 | 24 Aug 2010 | 250,000.00 | 0.00 | -19,322,701.78 |
| 25 Aug 2010 | TBL # 2968079 | 002cj50102370001 | | 25 Aug 2010 | 1,300,000.00 | 0.00 | -20,622,701.78 |
| 25 Aug 2010 | | 003dc00102370008 | 2968081 | 25 Aug 2010 | 167,325.00 | 0.00 | -20,790,026.78 |
| 25 Aug 2010 | BANK CHQ 0564302 ISS | 001ba00102370016 | | 25 Aug 2010 | 3,450,000.00 | 0.00 | -24,240,026.78 |
| 25 Aug 2010 | CHARGES BANK CHQ 0564302 ISS | 001ba00102370017 | | 25 Aug 2010 | 150.00 | 0.00 | -24,240,176.78 |
| 26 Aug 2010 | | 003ch50102380077 | | 26 Aug 2010 | 0.00 | 4,395,520.00 | -19,844,656.78 |
| 26 Aug 2010 | CHEQUE FROM CLEARING | 001db04102380082 | 2968077 | 26 Aug 2010 | 235,500.00 | 0.00 | -20,080,156.78 |
| 27 Aug 2010 | W/UNION SENT $250 | 001bc01102390019 | | 27 Aug 2010 | 7,800.10 | 0.00 | -20,087,956.88 |
| 27 Aug 2010 | BANK CHEQUE # 00564318 ISSUED AT YOUR REQUEST | 001db16102390100 | | 27 Aug 2010 | 3,080,000.00 | 0.00 | -23,167,956.88 |
| 27 Aug 2010 | COMM ON BANK CHEQUE # 00564318 ISSUED | 001db16102390101 | | 27 Aug 2010 | 150.00 | 0.00 | -23,168,106.88 |
| 30 Aug 2010 | FX/4256/10 $3500 | 001bc01102420027 | | 30 Aug 2010 | 77,762.50 | 0.00 | -23,245,869.38 |
| 30 Aug 2010 | TBL CHQ#02968083 | 002av00102420071 | | 30 Aug 2010 | 186,000.00 | 0.00 | -23,431,869.38 |
| 31 Aug 2010 | INTEREST APPLIED | 001DRINGMD 00002 | | 01 Sep 2010 | 517,742.40 | 0.00 | -23,949,611.78 |
| 31 Aug 2010 | CHARGES APPLIED | 001CTCAGMD 00002 | | 01 Sep 2010 | 49,722.58 | 0.00 | -23,999,334.36 |

**2010 Sep**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 01 Sep 2010 | PYT TO ELLIE HAGE ID 0023529 | 001CQWL102440036 | 2968087 | 01 Sep 2010 | 683,900.00 | 0.00 | -24,683,234.36 |
| 01 Sep 2010 | PYT TO ELLIE HAGE ID 0023529 | 001CQWL102440036 | 2968087 | 01 Sep 2010 | 50.00 | 0.00 | -24,683,284.36 |
| 02 Sep 2010 | CHEQUE FROM CLEARING | 001ai51102450050 | 2968085 | 02 Sep 2010 | 26,250.00 | 0.00 | -24,709,534.36 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 22-Aug-2017

For Customer Service
Call us at 4225777/8/9

| 11010298101 |
|---|
| EURO AFRICAN GROUP LIMITED |
| GAMBIAN DALASIS |
| Customer Current A/C |

| EURO AFRICAN GROUP LIMITED |
|---|
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Sep 2010 | CHEQUE FROM CLEARING | 001ai51102450051 | 2968086 | 02 Sep 2010 | 471,000.00 | 0.00 | -25,180,534.36 |
| 02 Sep 2010 | CHEQUE FROM CLEARING | 001ai51102450052 | 2968082 | 02 Sep 2010 | 15,700.00 | 0.00 | -25,196,234.36 |
| 03 Sep 2010 | CHEQUE FROM CLEARING | 001db05102460047 | 2968084 | 03 Sep 2010 | 17,500.00 | 0.00 | -25,213,734.36 |
| 17 Sep 2010 | | 003af00102600043 | | 17 Sep 2010 | 0.00 | 5,700,000.00 | -19,513,734.36 |
| 20 Sep 2010 | FUND TRF TO A/C 114530 | 001bv03102630001 | | 20 Sep 2010 | 2,600,000.00 | 0.00 | -22,113,734.36 |
| 22 Sep 2010 | FX/4722/10 $5000 | 001bd70102650032 | | 22 Sep 2010 | 157,000.00 | 0.00 | -22,270,734.36 |
| 23 Sep 2010 | CHEQUE ISSUED | 001db10102660003 | 2968089 | 23 Sep 2010 | 3,500,000.00 | 0.00 | -25,770,734.36 |
| 23 Sep 2010 | CHEQUE FROM CLEARING | 001ai53102660001 | 2968090 | 23 Sep 2010 | 3,500,000.00 | 0.00 | -29,270,734.36 |
| 23 Sep 2010 | FUND TRF TO A/C 114530 | 001bv03102660080 | | 23 Sep 2010 | 5,000,000.00 | 0.00 | -34,270,734.36 |
| 24 Sep 2010 | CHEQUE FROM CLEARING | 001db17102670064 | 2968091 | 24 Sep 2010 | 1,065,030.00 | 0.00 | -35,335,764.36 |
| 29 Sep 2010 | FX/4893/10 $ 2500 | 001bc02102720028 | | 29 Sep 2010 | 78,875.00 | 0.00 | -35,414,639.36 |
| 30 Sep 2010 | OVERDRAFT CHEQUE WITHDRAWAL | 001CQWL102730146 | 2968095 | 30 Sep 2010 | 37,820.00 | 0.00 | -35,452,459.36 |
| 30 Sep 2010 | OVERDRAFT CHEQUE WITHDRAWAL | 001CQWL102730146 | 2968095 | 30 Sep 2010 | 50.00 | 0.00 | -35,452,509.36 |
| 30 Sep 2010 | CHEQUE FROM CLEARING | 001ai54102730046 | 2968093 | 30 Sep 2010 | 672,200.00 | 0.00 | -36,124,709.36 |
| 30 Sep 2010 | INTEREST APPLIED | 001DRINGMD 00002 | | 01 Oct 2010 | 399,649.38 | 0.00 | -36,524,358.74 |
| 30 Sep 2010 | CHARGES APPLIED | 001CTCAGMD 00002 | | 01 Oct 2010 | 17,825.38 | 0.00 | -36,542,184.12 |

**2010 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 01 Oct 2010 | PRIMEBANK CHQ#004462 | 001bv05102740020 | | 05 Oct 2010 | 0.00 | 5,000,000.00 | -31,542,184.12 |
| 01 Oct 2010 | CHEQUE ISSUED | 001bv05102740044 | 2968096 | 01 Oct 2010 | 25,000,000.00 | 0.00 | -56,542,184.12 |
| 01 Oct 2010 | CHEQUE FROM CLEARING | 001ai54102740086 | 2968094 | 01 Oct 2010 | 2,000,000.00 | 0.00 | -58,542,184.12 |
| 05 Oct 2010 | TBL BANK CHQ 594362 ISS IFO SCB | 001ba01102780014 | | 05 Oct 2010 | 14,300,000.00 | 0.00 | -72,842,184.12 |
| 05 Oct 2010 | | 001bv03102780014 | | 08 Oct 2010 | 0.00 | 4,179,604.57 | -68,662,579.55 |
| 05 Oct 2010 | | 002df50102780052 | | 08 Oct 2010 | 0.00 | 6,750,000.00 | -61,912,579.55 |
| 07 Oct 2010 | | 003af03102800007 | | 07 Oct 2010 | 0.00 | 5,333,351.65 | -56,579,227.90 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 22-Aug-2017

For Customer Service
Call us at 4225777/8/9

| |
|---|
| 11010298101 |
| EURO AFRICAN GROUP LIMITED |
| GAMBIAN DALASIS |
| Customer Current A/C |

| |
|---|
| EURO AFRICAN GROUP LIMITED |
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 08 Oct 2010 | CHQ ENCASHED | 003af00102810065 | 2968100 | 08 Oct 2010 | 420,000.00 | 0.00 | -56,999,227.90 |
| 08 Oct 2010 | FUND FRM A/C 11011224001 | 001bv04102810023 | | 08 Oct 2010 | 0.00 | 1,000,000.00 | -55,999,227.90 |
| 09 Oct 2010 | GTB CHQ#00677315 RD | 001bv00102820008 | | 09 Oct 2010 | 2,368,623.76 | 0.00 | -58,367,851.66 |
| 09 Oct 2010 | TBL CHQ#2967152 | 002bt52102820003 | | 09 Oct 2010 | 1,829,058.00 | 0.00 | -60,196,909.66 |
| 11 Oct 2010 | CHEQUE ISSUED | 001bv00102840015 | 2968099 | 11 Oct 2010 | 1,500,000.00 | 0.00 | -61,696,909.66 |
| 11 Oct 2010 | REV OF ENTRY DD 08/10/10 (FUND TRF) | 001bv00102840021 | | 11 Oct 2010 | 0.00 | -1,000,000.00 | -62,696,909.66 |
| 11 Oct 2010 | FUND TRF TO A/C 112240 | 001bv00102840023 | | 11 Oct 2010 | 1,000,000.00 | 0.00 | -63,696,909.66 |
| 11 Oct 2010 | TBL CHQ NO#02967153 | 013dp03102840001 | | 11 Oct 2010 | 147,000.00 | 0.00 | -63,843,909.66 |
| 12 Oct 2010 | SALE OF F/C EUR 50000 | 001bc70102850004 | | 12 Oct 2010 | 2,125,000.00 | 0.00 | -65,968,909.66 |
| 12 Oct 2010 | GTB # 30117 TRF PYT | 001db05102850004 | | 12 Oct 2010 | 0.00 | 2,368,623.76 | -63,600,285.90 |
| 12 Oct 2010 | COMM ON SPECIAL CL GTB # 30117 | 001db05102850005 | | 12 Oct 2010 | 150.00 | 0.00 | -63,600,435.90 |
| 13 Oct 2010 | WDL BY MR MARHAL QUADAD | 001CSWL102860129 | | 13 Oct 2010 | 100,000.00 | 0.00 | -63,700,435.90 |
| 13 Oct 2010 | FX 5215/10 $5000 | 001bc72102860015 | | 13 Oct 2010 | 156,022.50 | 0.00 | -63,856,458.40 |
| 18 Oct 2010 | CHEQUE ISSUED | 003ch52102910023 | 2967154 | 18 Oct 2010 | 327,135.69 | 0.00 | -64,183,594.09 |
| 21 Oct 2010 | FX/5370/10 $5500 | 001bd70102940001 | | 21 Oct 2010 | 170,150.00 | 0.00 | -64,353,744.09 |
| 22 Oct 2010 | | 002df50102950051 | | 22 Oct 2010 | 0.00 | 4,598,150.00 | -59,755,594.09 |
| 25 Oct 2010 | FX/5458/10 $2500 | 001bc01102980043 | | 25 Oct 2010 | 78,250.00 | 0.00 | -59,833,844.09 |
| 26 Oct 2010 | | 002df50102990012 | | 26 Oct 2010 | 0.00 | 6,000,000.00 | -53,833,844.09 |
| 26 Oct 2010 | | 002df51102990003 | | 29 Oct 2010 | 0.00 | 5,437,323.86 | -48,396,520.23 |
| 28 Oct 2010 | TFR OF FUNDS TO 108342 | 001ba23103010019 | | 28 Oct 2010 | 4,000,000.00 | 0.00 | -52,396,520.23 |
| 29 Oct 2010 | BANK CHQ ISS 00603859 | 001ba46103020006 | | 29 Oct 2010 | 3,438,500.00 | 0.00 | -55,835,020.23 |
| 29 Oct 2010 | BANK CHQ ISS 00603859 | 001ba46103020007 | | 29 Oct 2010 | 150.00 | 0.00 | -55,835,170.23 |
| 30 Oct 2010 | INTEREST APPLIED | 001DRINGMD 00002 | | 01 Nov 2010 | 946,599.70 | 0.00 | -56,781,769.93 |
| 30 Oct 2010 | CHARGES APPLIED | 001CTCAGMD 00002 | | 01 Nov 2010 | 58,960.04 | 0.00 | -56,840,729.97 |

**2010 Nov**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 22-Aug-2017

For Customer Service
Call us at 4225777/8/9

| 11010298101 |
|---|
| EURO AFRICAN GROUP LIMITED |
| GAMBIAN DALASIS |
| Customer Current A/C |

| EURO AFRICAN GROUP LIMITED |
|---|
| C/O GAMWATER OFFICE |
| GACEM ROAD |
| KANIFING |

THIS STATEMENT COVERS 01-Jan-2000 THROUGH 22-Aug-2017

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Nov 2010 | COMM ON STOP CHEQUE# 03079446 | 001db04103060055 | | 02 Nov 2010 | 25.00 | 0.00 | -56,840,754.97 |
| 03 Nov 2010 | FX/5663/10 EUR75000 | 001bd61103070040 | | 03 Nov 2010 | 3,105,750.00 | 0.00 | -59,946,504.97 |
| 03 Nov 2010 | FX/5670/10 $1000 | 001bd62103070046 | | 03 Nov 2010 | 30,750.00 | 0.00 | -59,977,254.97 |
| 04 Nov 2010 | TFR PAYMENTS OTHER BANKS | 001ba36103080047 | | 08 Nov 2010 | 0.00 | 6,500,000.00 | -53,477,254.97 |
| 04 Nov 2010 | | 001db04103080045 | | 04 Nov 2010 | 0.00 | 601,760.00 | -52,875,494.97 |
| 05 Nov 2010 | ADVANCE PYT GUARANTEE ISS SSHFC | 001ba00103090050 | | 05 Nov 2010 | 1,092,000.00 | 0.00 | -53,967,494.97 |
| 08 Nov 2010 | CHQ DEP B/O SSHFC | 001bd53103120007 | | 08 Nov 2010 | 0.00 | 27,600,000.00 | -26,367,494.97 |
| 08 Nov 2010 | FX/5751/10 EUR650000 | 001bd52103120082 | | 08 Nov 2010 | 26,910,750.00 | 0.00 | -53,278,244.97 |
| 08 Nov 2010 | CASH WTDL $ 20000 | 001bd53103120027 | | 08 Nov 2010 | 595,000.00 | 0.00 | -53,873,244.97 |
| 09 Nov 2010 | CHEQUE ISSUED | 003dp50103130003 | 2967155 | 09 Nov 2010 | 121,200.00 | 0.00 | -53,994,444.97 |
| 12 Nov 2010 | SCB CHQ # 00937588 | 003br55103160004 | | 16 Nov 2010 | 0.00 | 6,038,546.00 | -47,955,898.97 |
| 15 Nov 2010 | | 003af02103190021 | | 15 Nov 2010 | 0.00 | 3,500,000.00 | -44,455,898.97 |
| 18 Nov 2010 | TRF OF FNDS TO A/C#11011453001 | 001cq50103220006 | | 18 Nov 2010 | 4,000,000.00 | 0.00 | -48,455,898.97 |
| 25 Nov 2010 | FX 6030/10 | 001bc62103290012 | | 25 Nov 2010 | 75,750.00 | 0.00 | -48,531,648.97 |
| 30 Nov 2010 | | 001as62103340019 | | 03 Dec 2010 | 0.00 | 14,607,635.76 | -33,924,013.21 |
| 30 Nov 2010 | INTEREST APPLIED | 001DRINGMD 00002 | | 01 Dec 2010 | 770,332.97 | 0.00 | -34,694,346.18 |
| 30 Nov 2010 | CHARGES APPLIED | 001CTCAGMD 00002 | | 01 Dec 2010 | 35,931.23 | 0.00 | -34,730,277.41 |

**2010 Dec**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Dec 2010 | CHEQUE FROM CLEARING | 001cu02103360046 | 2967156 | 02 Dec 2010 | 2,830,000.00 | 0.00 | -37,560,277.41 |
| 03 Dec 2010 | TBL CHQ 02967158 | 001ba00103370005 | | 03 Dec 2010 | 8,475,000.00 | 0.00 | -46,035,277.41 |
| 03 Dec 2010 | TBL CHQ 02967157 | 001ba00103370006 | | 03 Dec 2010 | 4,222,500.00 | 0.00 | -50,257,777.41 |
| 04 Dec 2010 | CHEQUE WITHDRAWAL | 002bd01103380001 | 2967159 | 04 Dec 2010 | 1,132,000.00 | 0.00 | -51,389,777.41 |
| 07 Dec 2010 | CHEQUE ISSUED | 001cq50103410003 | 2967161 | 07 Dec 2010 | 2,820,000.00 | 0.00 | -54,209,777.41 |
| 07 Dec 2010 | CASH PAID TO MANHAL | 001cq53103410023 | | 07 Dec 2010 | 1,000,000.00 | 0.00 | -55,209,777.41 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Exhibit 2

SPECTRUM
International Investment Holding

Thursday, September 27, 2007

**Honourable Moussa G. Bala Gaye**
Secretary of State for Finance and Economic Affairs
Ministry of Finance and Economic Affairs
Quadrangle - Banjul
The Gambia

Your Excellency,

**Subject: Request to waive all existing and current financial liabilities of Gambia Telecommunications Company Limited and Gambia Cellular Telecommunications Company Limited**

We are pleased to have reached the final phase of the purchase of 50% of the shares in Gambia Telecommunications Company Limited and Gambia Cellular Telecommunications Company Limited (both hereinafter referred to as 'the Company') pursuant to the Master Share Purchase Agreement entered into on the 27th day of July 2007. Thus far, much has been achieved by this venture.

Subsequently, based solely on the information available to us and not on the whole and up to date financial situation of the Company, we have been able to compile a list of existing liabilities. This list is subject to change should more liabilities be discovered at a later date.

| | | |
|---|---|---|
| Corporation Tax | Gamcel | D 169,582,629 |
| Sales Tax | Gamtel | D 167,840,994 |
| Corporation Tax | Gamtel | D 96,938,980 |
| Government Loan (2%) | Gamtel | D 42,843,938 |
| Spectrum / License Fees | Gamtel | D 22,783,358 |
| Regulatory Fees / PURA | Gamtel | D 15,473,396 |
| Government Loan (5%) | Gamtel | D 13,085,842 |
| Sales Tax | Gamcel | D 8,406,644 |
| GSM License | Gamcel | D 6,500,000 |
| GRTS Levy | Gamtel | D 5,099,409 |
| Regulatory Fees / PURA | Gamcel | D 955,798 |
| GRTS Levy | Gamcel | D 500,396 |
| **Total** | | **D 550,011,383.00** |
| *Total in United Stated Dollars* | | *$25,000,517* |



Verdun, Rachid Karame Street; Center Verdun 732, 17th Floor; P.O.Box:113-5333; Beirut, Lebanon;
Tel: +961 1 809242; Fax: +961 1 809241; www.spectrum-holding.com; e-mail: ash@spectrum-holding.com

**Thursday, September 27, 2007**

In order to support the development of the very urgent next steps required in making this venture a success we believe it to be very necessary to request from you, that The Government of The Republic of The Gambia waive and indemnify Gambia Telecommunications Company Limited (GAMTEL) and Gambia Telecommunications Cellular Company Limited (GAMCEL) of all the liabilities listed above, but not limited to it, including any and all other governmental liabilities which may come to light has having existed on or prior to the date of Completion.

Further, we strongly believe that this measure, along with others, is crucial to successfully reaching the goal of enhancing the current commercial situation of the Company.
We appreciate your usual cooperation and sincere commitment towards our joint venture.

Yours sincerely,

Ali Youssef Sharara
Spectrum International Investment Holding



Verdun, Rachid Karame Street; Center Verdun 732, 17th Floor; P.O.Box:113-5333; Beirut, Lebanon;
Tel: +961 1 809242; Fax: +961 1 809241; www.spectrum-holding.com; e-mail: ash@spectrum-holding.com

# List of Liabilities
# Gamtel/Gamcel

## DISCLAIMER

Detecon International GmbH ("Detecon") provides the figures solely to the information of the management of Spectrum ("Spectrum") to assist the latter to develop a viable picture of the overall commercial situation of Gambia Telecommunications Company Limited ("Gamtel") and its subsidiaries and affiliates.

Detecon has been engaged to support Spectrum in elaborating roughly the technical and commerical situation of Gamtel and to support the development of some possible and urgent next steps to enhance the situation of Gamtel.

This list of liabilities does not express a valuation opinion of Detecon. It contains findings and material assumptions to describe in a rough overview the liabilities of Gamtel and Gamcel. All figures represent snapshot on the date of issuance of the list and are not audited or otherwise verified either by Detecon or any third party. This report shall not be a substitute for accounting, legal or tax advice on any specific questions with regard to the shown figures.

Due to the restrictions of the elaborated subject in this list, the report shall not be regarded as a due diligence report or a part of it.

The list is solely based on financial and other information furnished by Gamtel, Gamcel and Spectrum. Regarding the material and information provided to Detecon by Spectrum, Gamtel and Gamcel, Detecon has made, - if not otherwise stated - the following assumptions while preparing this list: All documents provided in original form were authentic; all documents provided in photocopy were congruent with their originals; all signatures on all documents provided in original or photocopied form were authentic; all persons having signed any document provided in original or photocopied form had the legal right to represent the natural or legal person in whose name they have signed the relevant document; all oral information provided was true and correct; no essential information has been withheld; all interviewed persons have made accurate and complete statements.

This list has been prepared for the purpose to be used by Spectrum in connection with the evaluation of the purchase of 50% of the shares of Gamtel. This list shall not be used for any other purpose and should not be quoted, referred to or given to any third party without Detecon's prior written consent. Detecon accepts no responsibility or liability towards any third party in respect of any use of this report or for any reliance placed upon it.

NOT AUDITED

## LIST OF LIABILITIES GAMTEL/GAMCEL

figures on 21.09.2007 (or latest data available)

| Liabilities to GOVERNMENT | | Amount (Dalasi) | Comments |
|---|---|---|---|
| Corporation Tax | Gamcel | 169.582.629 | up to FY 2005 according to GRA, FY 2006 according to Gamcel (not reconciled) |
| Sales Tax | Gamtel | 167.840.994 | up to FY 2006 according to Gamtel system, FY07 Gamtel estimate (on 20.09.07) |
| Corporation Tax | Gamtel | 96.938.980 | up to FY05 acc. to GRA, FY06 acc. to Gamtel, FY07 rough estimate (on 21.09.07) |
| Government Loan (2%) | Gamtel | 42.843.938 | on 20.09.07 |
| Spectrum / License Fees | Gamtel | 22.783.358 | according to GRA (28.02.07) |
| Regulatory Fees / PURA | Gamtel | 15.473.396 | according to PURA (11.09.07) |
| Government Loan (5%) | Gamtel | 13.085.842 | on 20.09.07 |
| Sales Tax | Gamcel | 8.406.644 | on 18.09.07 |
| GSM License | Gamcel | 6.500.000 | on 18.09.07 |
| GRTS Levy | Gamtel | 5.099.409 | up to FY 2006 according to Gamtel system, FY07 Gamtel estimate (on 20.09.07) |
| Regulatory Fees / PURA | Gamcel | 955.798 | on 18.09.07 |
| GRTS Levy | Gamcel | 500.396 | on 18.09.07 |
| **Total** | | **550.011.383** | **Dalasi** |
| | | *25.000.517* | *USD* |

Education Levy — Fully paid by Gamtel+Gamcel
Withholding Tax — Fully paid by Gamtel+Gamcel
Fringe Benefits Tax — Fully paid by Gamtel+Gamcel

### LIABILITIES TO OTHERS / GAMTEL+GAMCEL

**1. GAMTEL**

| Liabilities to OTHERS | | Amount (Dalasi) | Comments |
|---|---|---|---|
| Africell - Interconnection | Gamtel | 223.172.228 | including August 2007 (July & August Gamtel estimates) |
| Huawei - CDMA | Gamtel | 73.837.116 | on 18.09.07 |
| AFD - Loan | Gamtel | 51.554.045 | on 28.08.07 |
| Neurotech - MPLS | Gamtel | 34.903.098 | on 18.09.07 |
| Huawei - IN Platform | Gamtel | 23.967.965 | on 18.09.07 |
| Global Voice Group - Loan | Gamtel | 22.000.000 | 1.000.000 USD outstanding (18.09.07) |
| Sonatel - Interconnect / Bandwidth | Gamtel | 17.229.000 | on 31.08.07 - according to Sonatel, July & August extrapolated by Gamtel |
| Guaranty Trust Bank Ltd. - Loan | Gamtel | 16.250.000 | on 17.09.07 |
| Trust Bank Ltd. - Loan | Gamtel | 9.995.239 | on 17.09.07 |
| NAWEC - Electricity/Water | Gamtel | 8.641.632 | up to 07/09 according to NAWEC, 08/09 estimated by Gamtel (D3 million) |
| Intelsat - Bandwidth / Internet | Gamtel | 6.481.101 | on 20.09.07 |
| New Customer Care buildings | Gamtel | 5.717.861 | Balance outstanding amounts + Retention 10% (20.08.07) |
| Alcatel-Lucent - Stage 1 | Gamtel | 5.504.518 | 183.483,92 EUR according to Alcatel-Lucent (07.09.07) |
| MKB - GRTS equipment | Gamtel | 4.362.534 | on 20.09.07 |
| Airspan | Gamtel | 3.102.000 | on 18.09.07, according to Airspan |
| MCI - Interconnection | Gamtel | 2.530.000 | on 20.09.07 |
| Salaries - September | Gamtel | 2.819.884 | Some elements not paid: GSCU, SSHFC, Income Tax, Family Allotments, etc. |
| GAIC - Health insurance | Gamtel | 2.459.526 | on 20.09.07 |
| Comium - Interconnection | Gamtel | 1.995.032 | according to Gamtel (31.08.07) |
| Elton - Fuel | Gamtel | 1.800.000 | on 19.09.07 |
| PKF - Report | Gamtel | 1.408.000 | on 20.09.07 |
| IAE Consultants - GTMI building | Gamtel | 1.210.978 | on 06.07.07 |
| Alcatel-Lucent - Maintenance | Gamtel | 1.170.000 | 39.000 EUR according to Alcatel-Lucent (07.09.07) |
| Cerillion Billing System | Gamtel | 999.383 | on 18.09.07 |
| Alcatel-Lucent - Transmission Cards | Gamtel | 859.260 | on 18.09.07 |
| S. Sillah & Sons - PVC pipes | Gamtel | 679.010 | on 28.08.07 |
| SIT - Modems | Gamtel | 459.384 | 15.312,80 EUR according to SIT (23.08.07) |
| Alcatel-Lucent - ADM Cards (GRTS) | Gamtel | 330.570 | on 18.09.07 |
| Others | Gamtel | *5.000.000* | Gamtel estimate (21.09.07) |
| **Total** | | **530.439.364** | **Dalasi** |
| | | *24.110.880* | *USD* |

**2. GAMCEL**

| Liabilities to OTHERS | | Amount (Dalasi) | Comments |
|---|---|---|---|
| Alcatel-Lucent - Indent 20 | Gamcel | 62.088.780 | on 18.09.07 |
| Africell - Interconnection | Gamcel | 37.013.459 | including August 2007 |
| Alcatel-Lucent - Maintenance | Gamcel | 17.806.883 | on 18.09.07 |
| Alcatel-Lucent - Indent 19 | Gamcel | 13.039.303 | according to Alcatel-Lucent / PKF (06.08.07), to be reconciled with Gamcel |
| Nitecrest - Sratch cards | Gamcel | 4.048.000 | on 18.09.07 |
| Oberthur - SIM cards | Gamcel | 3.759.623 | on 18.09.07 |
| Shyben A. Madi - Sratch cards | Gamcel | 2.780.800 | on 18.09.07 |
| Espace Motors - Vehicles | Gamcel | 2.252.500 | 50% paid on delivery |
| West Telecoms - Sratch cards | Gamcel | 925.000 | on 18.09.07 |
| Comium - Interconnection | Gamcel | 477.386 | including August 2007 |
| Ericsson - Loan | Gamcel | 0 | According to Gamcel, the loan was not needed (D350 million) |
| Others | Gamcel | *5.000.000* | Gamcel estimate (19.09.07) |
| **Total** | | **149.191.733** | **Dalasi** |
| | | *6.781.442* | *USD* |

| | | |
|---|---|---|
| **TOTAL GAMTEL/GAMCEL liabilities to OTHERS** | **679.631.097** | **Dalasi** |
| | *30.892.323* | *USD* |

| | | |
|---|---|---|
| **TOTAL LIABILITIES GAMTEL/GAMCEL** | **1.229.642.480** | **Dalasi** |
| | *55.892.840* | *USD* |

*Other financing needs: Emergency Investments* — *12.000.000 USD (rough estimate)*

**Exchange Rates used (Commercial Bank)**

1 EUR = 30 Dalasi
1 USD = 22 Dalasi

*Important: the Disclaimer on the first work sheet is an essential part of this List of Liabilities*
*Sources: information according to Gamtel, Gamcel*



Printed: 22.09.2007

Gamtel_Gamcel_List of Liabilities_2007_09_21.xls

*Department of State for Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

MF/C/278A/(4)

October 9, 2007

MR ALI YOUSSEF SHARARA
SPECTRUM INTERNATIONAL INVESTMENT HOLDING
P O BOX 113-5333
BEIRUT, LEBANON

Dear Sir

**WAIVER OF CERTAIN PAYMENT OBLIGATIONS TO GOVERNMENT BY GAMTEL/GAMCEL**

I wish to refer to your letter of 27th September, 2007, and to inform you that His Excellency the President, taking into account the current financial situations of GAMTEL/GAMCEL, and the immediate need for substantial investments to advance the telecommunications infrastructure for development, has waived the following payment obligations of GAMTEL/GAMCEL to Government:

| | | | |
|---|---|---|---|
| 1) | Corporation Tax - Gamcel | - | D169,582,629 |
| 2) | Sales Tax – Gamtel | - | D167,840,994 |
| 3) | Corporation Tax – Gamtel | - | D 96,938,980 |
| 4) | Government Loan Repayment Gamtel | - | D 42,843,938 |
| 5) | Spectrum Licence Fees – Gamtel | - | D 22,783,358 |
| 6) | Regulatory Fees PURA -Gamtel | - | D 15,473,396 |
| 7) | Government Loan Repayment – Gamtel | - | D 13,085,842 |
| 8) | Sales Tax – Gamcel | - | D 8,406,644 |
| 9) | GSM Licence – Gamcel | - | D 6,500,000 |
| 10) | GRTS Levy – Gamtel | - | D 5,099,409 |
| 11) | Regulatory Fees – PURA - Gamcel | - | D 955,798 |
| 12) | GRTS Levy – Gamcel | - | D 500,396 |

2. The President's waiver is on condition that Gamtel waives its claimed Government liabilities of D215,292,990.70, and Gamcel equally waives its claimed Government liabilities of D13,449,655.50.

./.

3. H E The President has instructed that, apart from the above liabilities that have now been waived, Gamtel and Gamcel should, from now and in future, make prompt payments of all their financial obligations to Government.

MG Bala-Gaye

Mousa G Bala-Gaye
SECRETARY OF STATE FOR FINANCE AND ECONOMIC AFFAIRS

Cc: Secretary of State for Information, Communication and Technology
Commissioner General, Gambia Revenue Authority
Secretary General, Office of The President
Managing Director, GAMTEL
Managing Director, GAMCEL

MS 152

*Department of State For Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

MF/C/278A/(6) October 29, 2008

IN CONFIDENCE

Mr Ali Youssef Sharara
Spectrum International Holding
P O Box 113 – 5333
BEIRUT
LEBANON

Dear Sir

**WAIVER OF CERTAIN PAYMENT OBLIGATIONS TO GOVERNMENT BY GAMTEL/GAMCEL**

I am directed to inform you that The Gambia Government decision, conveyed in my Memo. MF/C/278A/(4) of 9th October, 2007, to waive certain itemized payment obligations of GAMTEL/GAMCEL to Government has now been rescinded.

GAMTEL/GAMCEL should now effect payments of all those taxes, fees, licenses and loan repayments to Government and Government Institutions.

Mousa G Bala Gaye
SECRETARY OF STATE FOR FINANCE AND
ECONOMIC AFFAIRS

Cc: Secretary of State for Information, Communication
And Technology
Secretary General, Office of The President
Commissioner, Gambia Revenue Authority
Managing Director, GAMTEL
Managing Director, GAMCEL

MS149

**THE REPUBLIC OF THE GAMBIA**

**DEPARTMENT OF STATE FOR COMMUNICATIONS, INFORMATION & INFORMATION TECHNOLOGY**
**GRTS BUILDING, MDI ROAD, KANIFING**

DOSCIT/CON/031/(20) 5th November, 2008

**MR. ALI YOUSSEF SHARARA**
Spectrum International Holdings SAL
Verdun,
Rachid Karame Street Centre Verdun 732,
17th Floor, Beirut,
Lebanon
**Fax: +0611800241**

**TERMINATION OF AGREEMENT**

This is to officially inform you that the Agreement entered between The Government of the Gambia and Spectrum International Holdings SAL for the Management of GAMTEL/GAMCEL (the Company) pursuant to the Master Purchase, Shareholders' and Management Agreements is hereby terminated due to fundamental breaches of the provisions of the said Agreements and fraudulent acts committed by Spectrum International Holdings SAL and its representatives in violation of the laws of the Gambia.

You are hereby further informed that a new Management team will be put in place pending the determination of the relationship between the parties.

You and your team are welcome to discuss this matter with us with a view to find an amicable solution.

Your cooperation is highly solicited.

**HON. FATIM BADJIE-JANNEH**

SECRETARY OF STATE

MS 15/14

*Department of State for Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

MF/C/278A/(8)

November 14, 2008

Mr Mohammed BAZZI
Managing Director
Euro-African Group Ltd.
Standard Chartered House
Kairaba Avenue
K M C, Serrekunda
The Gambia

Dear Sir

**LETTER OF AUTHORISATION**

I have been directed by His Excellency, The President of The Republic of The Gambia, to inform you that you have been authorized and mandated to negotiate, on behalf of Gambia government, the sale, at an appropriate and premium price, o 30% of the Governments' shares in the Gambia Cellular Company (GAMCEL) . Gambia Government reserves the right to approve or reject any investor, and equally to approve or reject any negotiated shares sale price. Also, after the investor and negotiated shares sale price have been approved, Gambia Government will only transfer the purchased shares after full payment of the approved shares sale price.

Mousa G Bala-Gaye
SECRETARY OF STATE FOR FINANCE AND
ECONOMIC AFFAIRS

Cc: Secretary General, Office of The President
Secretary of State for Information, Communication and Information Technology
Hon. Attorney General and Minister of Justice

*Department of State for Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

MSISA

MF/C/278A/(7)

November 14, 2008

IN CONFIDENCE

Mr Ali Youssef SHARARA
Chiarman and Chief Executive Officer
Spectrum International Investment Holding SAL
Verdun
Rachid Karame Street, Centre Verdun 732
17th Floor, P O Box 113-5333
Beirut
LEBANON

Dear Sir

**GAMBIA GOVERNMENT AND SPECTRUM INTERNATIONAL INVESTMENT HOLDING SAL**

I have been directed by His Excellency the President of the Republic of The Gambia, to inform you that the Gambia Government has accepted your offer for a fair and amicable settlement of all the current issues surrounding the operations of GAMTEL and GAMCEL, and now agreed as follows:

(i) Gambia Government has agreed to waiver its right of first refusal under the Master Shares Purchase Agreement of 27th July, 2007, and the Shareholders Agreement of September, 2007 for Spectrum International Investment Holding SAL to sell its 50% shareholding in GAMCEL at a price appropriate for its investments for 50% shares in GAMTEL, and 50% shares in GAMCEL.

(ii) Spectrum International Investment Holding SAL will transfer its 50% shareholding in GAMTEL to GAMBIA GOVERNMENT. The management contracts for GAMTEL/GAMCEL, and the International Gateway have been terminated by Gambia

Government, and accepted by Spectrum International Investment Holding SAL.

(iii) Gambia Government and Spectrum International Investment Holding SAL accept that the above constitutes a fair and amicable settlement of all the current issues surrounding the GAMTEL/GAMCEL Operations, and will be incorporated in a Settlement Agreement to be signed by Gambia Government and Spectrum International Investment Holding SAL.

We would appreciate if you can sign both copies of this letter, and return copy to Gambia government.

Mousa G Bala-Gaye
SECRETARY OF STATE FOR FINANCE
AND ECONOMIC AFFAIRS

Ali Youssef SHARARRA
SPECTRUM/INTERNATIONAL
INVESTMENT HOLDING SAL

Cc: Secretary General, Office of The President
Secretary of State for Information, Communication and Information Technology
Hon. Attorney General and Minister of Justice

REPUBLIC OF THE GAMBIA

DEPARTMENT OF STATE FOR COMMUNICATIONS, INFORMATION AND INFORMATION TECHNOLOGY

GRTS BUILDING, MDI ROAD, KANIFING, THE GAMBIA, WEST AFRICA.

DOSCIT/CON/012/(48)

26th November 2008

Honourable Secretary of State
Department of State for Finance and
Economic Affairs
The Quadrangle
BANJUL

**REQUEST FOR INTERVENTION TO REVIVE GAMTEL**

The purpose of this letter is to request your good office to restore the waiver granted to GAMTEL/GAMCEL in October 2007, which was rescinded in your recent letter MF/C/278/(6) dated October 9th, 2008. Also, we are requesting the exemption of GAMTEL/GAMCEL from the GPPA Act and rules governing procurement in Public Enterprises.

Earlier the Department of State received a situational report from the new GAMTEL Management. This report highlighted the urgent need for infrastructure rehabilitation of GAMTEL and its worrying financial circumstances. According to the report, GAMTEL is experiencing a negative cash flow situation that affects its operational activities. The report shows the need to replace, update, modernize and enhance GAMTEL's infrastructure including GAMCEL to a required investment outlay of D450 million (Four hundred and fifty million Dalasis). This is a priority in order to salvage our ailing, dilapidated and obsolete network infrastructure without which our national communication backsome is threatened. The report is herewith enclosed for your reference.

However, as we ponder and reflect over how to get the necessary financial package to address these pressing problems, your letter rescinding the waiver frustrates those efforts and torment the two companies. This new development will significantly affect GAMTEL's ability to upgrade its infrastructure and makes the Company more vulnerable to failure. This decision as also pointed out in GAMTEL's letter enclosed, will put an unbearable financial strain on GAMTEL/GAMCEL thus hindering their survival and ultimate aim to regain their past glories.

Considering the difficulty faced by GAMTEL/GAMCEL, we kindly seek your good office to consider the following:

- To restore the waiver granted to GAMTEL/GAMCEL for certain payment obligations to Government as indicated in your letter reference MF/C/278 A/(4) dated October 9, 2007.

- Government to grant exemption or flexibility to the GPPA procurement rules. It is pertinent to note that GAMTEL/GAMCEL unlike other Public enterprises is faced with fierce competition in the sector and therefore needs to be adequately positioned to withstand its competitors. We hope between GAMTEL and GPPA, a new collaboration working model could be developed to address this need through internal procurement measures that could be monitored and audited by GPPA periodically for compliance.

As I count on your kind consideration, please accept the assurances of my highest consideration.

**Hon Fatim Badjie-Janneh**
**SECRETARY OF STATE**

c.c. Secretary General, Office of the President

MSIS 18

*Department of State For Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

Ref: MF/C/278A/(9) December 1, 2008

**IN CONFIDENCE**

Honourable Secretary of State for
Communications, Information and
Information Technology
GRTS Building
**KANIFING**

**REQUEST FOR INTERVENTION TO REVIVE GAMTEL**

I wish to refer your letter, DOSCIT/CON/012/(48) of 26th November, 2008 requesting that Government restores its waiver of D550,011,382.00 arrears of loan repayments, sales taxes, licenses, taxes, fees and levies to GAMTEL and GAMCEL.

The arrears of GAMTEL and GAMCEL to Government of loan repayments, Sales Tax, Corporation tax, Spectrum license fees, GSM license, PURA Regulatory fees up to 9th October, 2007 can be waived, and is recommended for waiver.

For GAMTEL, loan repayments, sales tax, corporation tax, PURA Regulatory fees, Spectrum license fees from 10th October, 2007 onwards should continued to be paid

For GAMCEL, Corporation tax, sales tax, GSM license, PURA Regulatory fees from 10th October, 2007 should continue to be paid.

We consider that certain telecommunications or mobile-related maintenance/repairs or replacement parts, items or equipment of a certain amount can be exempted from GPPA procurement rules. But, substantial investments of significant amounts must conform to our national procurement rules as part of our good governance system.

Mousa G Gala-Gaye
**SECRETARY OF STATE FOR FINANCE**
**AND ECONOMIC AFFAIRS**

Cc: Secretary General, Office of The President

*Department of State for Finance & Economic Affairs*
*The Quadrangle*
*Banjul, The Gambia*

MF/C /278A/(10)

December 2, 2008

**IN CONFIDENCE**

Honourable Secretary of State
Department of State for Communications,
Information and Information Technology
GRTS Building
**KANIFING**

**REQUEST FOR INTERVENTION TO REVIVE GAMTEL**

Further to my memo. MF/C/278A/(9) of 1st December, 2008, I wish to add that all Government liabilities to GAMTEL and GAMCEL up to the 9th October 2007 should equally be waived by the institutions, should the recommendation to waive GAMTEL/GAMCEL arrears of payments to Government up to 9th October, 2007 is approved.

Honourable Mousa G Bala-Gaye
**SECRETARY OF STATE FOR FINANCE**
**AND ECONOMIC AFFAIRS**

Cc: Secretary General, Office of The President

# Exhibit 3

# MARYLAND REAL PROPERTY

PROPERTY: Lot 12 Block 3 Subdivision FALCONHURST

Street Address: 9908 BENTCROSS DRIVE, POTOMAC, MD 20854

1. The undersigned hereby acknowledge the examination and approval of the attached HUD 1 Settlement Statement ("HUD 1"), receipt of a copy, and that all figures shown are subject to final verification and audit. Any error discovered may be corrected by PARAGON TITLE & ESCROW COMPANY, its agents or representatives, (hereinafter PARAGON). PARAGON is directed and authorized to make distribution and payments in accordance herewith. PARAGON assumes no liability for the accuracy or validity of items or charges not imposed by PARAGON or the failure to include on the HUD1 items or charges not disclosed to PARAGON at settlement. Should it be determined after settlement, but prior to the disbursement of proceeds, that the amount due on the partial payment or payoff of any tax (whether Federal, State, County or City), assessment, Deed of Trust, Mortgage, Lien, Debt, Condominium or Housing Association Fee or any encumbrance on the property, exceeds the amount collected on the HUD1, the undersigned hereby authorize PARAGON to make the appropriate changes on the HUD1, to initial same on their behalf and to make payment therefore. In the event such discovery is made after the proceeds have been disbursed, PARAGON is authorized to stop payment on any checks issued, and/or cancel any wires transfers already transmitted. In the event that PARAGON is unable to stop or cancel a disbursement, the seller(s)/borrower(s) agree to immediately remit to PARAGON the amounts necessary to satisfy said obligation(s) and to further indemnify and hold harmless PARAGON from any loss or expense incurred relative to such amounts disbursed. Such indemnification shall include, but not be limited to, payment of reasonable attorney's fees. The undersigned further authorize and appoint PARAGON and any attorney employed by Rothstein & Associates, P.A. as their attorney in fact to make any necessary corrections on all D.C. Transfer and Recordation Tax Forms and/or to execute the same on their behalf.

2. If monies due or to be paid at closing are dependent upon an assignment of funds, PARAGON cannot assume responsibility for obtaining receipt of same and cannot record or disburse funds until the same are received. PARAGON assumes no responsibility for the failure of any checks tendered to PARAGON to clear, due to a bank failure, insufficient funds, or the like. If disbursement of funds is delayed due to non-receipt or non-clearance of the funds, any additional interest due on payoff(s) shall be deducted from the proceeds due to the seller/borrower and a net check will be issued for the difference, and PARAGON is authorized to stop payment on any checks issued by PARAGON if PARAGON is notified that any checks tendered to PARAGON have failed to clear.

3. In order to comply with Section 7-106(b) of the Real Property Title of the Annotated Code of Maryland, PARAGON will mail to the Seller(s) and purchaser(s), within 30 days of delivery of the deed, a copy of the recorded release of any mortgage or deed of trust which PARAGON is obliged to obtain. If the recording of the release is delayed beyond 30 days, a letter of explanation will be sent to the seller(s) and purchaser(s) and additional letters will be sent every 30 days thereafter until recordation. Failure to comply with this law gives the purchaser(s) and seller(s) the right to petition a court of equity to order an audit. However, the above does not apply if the funds are disbursed within 5 days of the delivery of the deed.

4. The seller(s)/borrower(s) hereby warrant that there are no liens or encumbrances of record, or otherwise, which would affect the title to the property subject of this transaction, other than those which are shown on the attached settlement statement. The seller(s)/borrower(s) also warrant that there have been no improvements made to the above-described property within the past six months from the date hereof, which improvements have not yet been paid for.

5. The seller(s) further certifies that there is/are smoke detector(s) upon the premises in compliance with local laws.

6. PARAGON is not responsible for the payment of utility bills, including charges by the Washington Suburban Sanitary Commission or other government agencies for sewer usage and/or water consumption. As an accommodation to the parties, PARAGON will hold an "escrow" for payment of water bills, but cannot guaranty that said escrowed amount will satisfy all balances unpaid. In the event the final water bill exceeds the amount held in escrow the seller(s) agree to immediately remit their pro-rata share to the purchaser(s), and to indemnify said purchaser(s) from any loss or damage sustained by reason of their noncompliance with this provision. In the event the final water bill has not been received by PARAGON within 90 days of settlement, PARAGON shall be irrevocably authorized to return the entire water escrow to the seller(s) and PARAGON, as well as the title insurer, shall be held harmless and indemnified against any loss suffered related to the return of said escrow, or if the funds held in escrow are insufficient to pay the final bill in full. Notwithstanding the return of the escrowed amount to the seller after the 90-day period, the parties hereto are not relieved of the corresponding responsibilities to adjust the relevant outstanding water bill between them.

7. The purchasers have been advised that they may have the right to appeal a current or pending tax assessment of the property following settlement, although PARAGON makes no certification of same. For further information, contact the State Department of Assessments and Taxation in the County wherein the property is located.

8. The purchaser(s) acknowledge receipt of the original Owner's Title Insurance Policy: [ ] YES [✓] NO

9. The purchaser(s) requests the title to be conveyed as follows: (CHECK ONE)-

[ ] Sole Owner [ ] Tenants in Common (_____%::_____%)

[ ] Joint Tenants [ ] Tenants by the Entirety: _____ _____

BUYER/S INITIAL/S

**MYJ FAMILY REVOCABLE TRUST**

Trustee

**By: ZINEH YAHYA JAMMEH, Trustee**

Calbert Cheaney by Yvette Cheaney Attorney-in-fact

**CALBERT CHEANEY**
BY YVETTE CHEANEY, ATTORNEY IN FACT

**YVETTE CHEANEY**

Buyer's E-mail Address: AHHODRO2001@YAHOO.COM

Seller's E-mail Address: AOKITOO@GMAIL.COM; CCJULSYD@GMAIL.COM

Sellers Forwarding Address: c/o CSI Capital Managament,
600 California Street, 18th Floor, San Francisco, CA 94108

Sellers New Telephone Numbers: (~~230~~ 240) 463 - 2438 / (415) 421-0535

# CASE NO 6010-00411

ATTORNEY: RANDALL M. ROTH PROCESSOR. Rosemarie SETUP: RLF

SETTLEMENT DATE: September 20, 2010 SETTLEMENT TIME: 03:30 PM

PROPERTY ADDRESS: 9908 Bent Cross Drive, Potomac, MD 20854

LEGAL DESCRIPTION: Lot 12, Block 3, FALCONHURST,

**SELLER: CALBERT CHEANEY and YVETTE CHEANEY**

SS#: 305-94-8480 SS#: 254-27-4877 HOME: WORK:

WORK:

SELLER E-MAIL: che712@verizon.net FAX: CELL: (240)463-2438

CURRENT ADDRESS/SELLER: c/o CSI Capital Mgmt 600 California St, 18th Floor, San Francisco, CA 94108

**PURCHASER: MYJ FAMILY REVOCABLE TRUST**

SS#: SS#: HOME: WORK:

BUYER E-MAIL: ahhodro2001@yahoo.com Eddie Hadroj FAX: WORK:

CELL:

CURRENT ADDRESS/PURCHASER: 9908 Bentcross Drive, Potomac, Maryland 20854

**LISTING AGENT: Michelle Lebling Camp** **SELLING AGENT: Lise Howe**

**FIRM NAME: Long & Foster Real Estate, Inc**
PHONE: (301)983-0060
FAX: (301)770-7317
MOBILE: (301)717-5820
E-MAIL: michelle.lebling@lnf.com
**ADM FEE: 345.00**

**Listing: 2.5000**
**Selling: 2.5000**

**FIRM NAME: Coldwell Banker Residenti**
PHONE: (202)362-5800
FAX: (202)362-7674
MOBILE: (240)401-5577
E-MAIL: lise@lisehowe.com
**ADM FEE:**

**BROKER:** **BROKER CONTACT:**

BROKER PHONE: BROKER FAX:

**NEW FIRST TRUST LENDER:** LOAN#:

ADDRESS:

**LOAN OFFICER:** **LO PHONE:** FAX:

PROCESSOR: PROC. PHONE: OTHER:

DATE SCH. W/LENDER: TIME SCHED: WITH:

**NEW 2ND TRUST LENDER: ALL CASH** LOAN#:

ADDRESS:

LOAN OFFICER: LO PHONE: FAX:

PROCESSOR: PROC. PHONE: OTHER:

LOAN TYPE: TITLE INSURANCE?: SEPARATE BINDER?

**SALES PRICE: 3.500.000.00** **1st LN:** **2nd LN:**

BORROWERS NAMES TO READ:

PROPOSED INSURED TO READ: MYJ FAMILY REVOCABLE TRUST

EXISTING 1ST TRUST LENDER: Chase LOAN NO: 5302956643

PAYOFF PH NUMBER: 800-848-9136 DATE P/O REQUEST: REQUEST MTHD:

EXISTING 2ND TRUST LENDER: LOAN NO:

PAYOFF PH NUMBER: DATE P/O REQUEST: REQUEST MTHD:

TAX ACCT#: 10-066-02639994 TAX ACCT#:

YEARLY AMT: AMT ALREADY PAID: YEARLY AMT: AMT ALREADY PAID:

AMT DUE: THRU DATE: AMT DUE: THRU DATE:

FFBC? AMOUNT: 1,380.90 FFBC? AMOUNT:

TERMITE FEE: $ PAYABLE TO:

DEPOSIT AMT: 1,000,000.00 DATE: 08/17/10

ADDTL DEPOSIT: 1,500,000.00 DATE: 08/25/10

**HELD BY BROKER** **INTO FBO** **INTO CASE**

# ASE NO6010-00411

ATTORNEY: _____ PROCESSOR. Rosemarie SETUP: RLF

SETTLEMENT DATE: _____ SETTLEMENT TIME: _____

PROPERTY ADDRESS: 9908 Bentcross Drive, Potomac, MD 20854

LEGAL DESCRIPTION: Lot 12, Block 3, FALCONHURST,

**SELLER: CALBERT CHEANEY and YVETTE CHEANEY**

SS#: _____ SS#: _____ HOME: _____ WORK: _____

WORK: _____

SELLER E-MAIL: _____ FAX: _____ CELL: _____

CURRENT ADDRESS/SELLER: _____

**PURCHASER: MYJ FAMILY TRUST**

SS#: _____ SS#: _____ HOME: _____ WORK: _____

BUYER E-MAIL: ahhodro2001@yahoo.com Eddie Hadroj FAX: _____ WORK: _____

CELL: _____

CURRENT ADDRESS/PURCHASER: _____

**LISTING AGENT: Michelle Lebling Camp** **SELLING AGENT: Lise Howe**

**FIRM NAME: Long & Foster Real Estate, Inc**

PHONE: (301)983-0060

FAX: (301)770-7317

MOBILE: (301)717-5820

E-MAIL: michelle.lebling@lnf.com

**ADM FEE:** _____

**Listing:**

**Selling:**

**FIRM NAME: Coldwell Banker Residenti**

PHONE: (202)362-5800

FAX: (202)362-7674

MOBILE: (240)401-5577

E-MAIL: lise@lisehowe.com

**ADM FEE:** _____

**BROKER:** _____ **BROKER CONTACT:** _____

BROKER PHONE: _____ BROKER FAX: _____

**NEW FIRST TRUST LENDER:** _____ LOAN#: _____

ADDRESS: _____

**LOAN OFFICER:** _____ **LO PHONE:** _____ FAX: _____

PROCESSOR: _____ PROC. PHONE: _____ OTHER: _____

DATE SCH. W/LENDER: _____ TIME SCHED: _____ WITH: _____

**NEW 2ND TRUST LENDER: ALL CASH** LOAN#: _____

ADDRESS: _____

LOAN OFFICER: _____ LO PHONE: _____ FAX: _____

PROCESSOR: _____ PROC. PHONE: _____ OTHER: _____

LOAN TYPE: _____ TITLE INSURANCE?: _____ SEPARATE BINDER? _____

**SALES PRICE: 3.500.000.00** **1st LN:** _____ **2nd LN:** _____

BORROWERS NAMES TO READ:, its successors and/or assigns as their respective interests may appear.

PROPOSED INSURED TO READ: MYJ FAMILY TRUST

EXISTING 1ST TRUST LENDER: _____ LOAN NO: _____

PAYOFF PH NUMBER: _____ DATE P/O REQUEST: _____ REQUEST MTHD: _____

EXISTING 2ND TRUST LENDER: _____ LOAN NO: _____

PAYOFF PH NUMBER: _____ DATE P/O REQUEST: _____ REQUEST MTHD: _____

TAX ACCT#: 10-66-02639994 TAX ACCT#:

YEARLY AMT: _____ AMT ALREADY PAID: _____ YEARLY AMT: _____ AMT ALREADY PAID: _____

AMT DUE: _____ THRU DATE: _____ AMT DUE: _____ THRU DATE: _____

FFBC? _____ AMOUNT: _____ FFBC? _____ AMOUNT: _____

TERMITE FEE: $ _____ PAYABLE TO: _____

DEPOSIT AMT: 1,000,000.00 DATE: 08/17/10

ADDTL DEPOSIT: 1,500,000.00 DATE: 08/25/10

**HELD BY BROKER** **INTO FBO** **INTO CASE**

PC 401-98

# CASE NO6010-00411

ATTORNEY: _____ • PROCESSOR. Rosemarie SETUP: RLF

SETTLEMENT DATE: _____ SETTLEMENT TIME: _____

PROPERTY ADDRESS: 9908 Bentcross Drive, Potomac, MD 20854

LEGAL DESCRIPTION: Lot 12, Block 3, FALCONHURST,

**SELLER:** CALBERT CHEANEY and YVETTE CHEANEY

SS#: _____ SS#: _____ HOME: _____ WORK: _____

WORK: _____

SELLER E-MAIL: _____ FAX: _____ CELL: _____

CURRENT ADDRESS/SELLER: _____

**PURCHASER:** MYJ FAMILY TRUST

SS#: _____ SS#: _____ HOME: _____ WORK: _____

BUYER E-MAIL: ahhodro2001@yahoo.com Eddie Hadroj FAX: _____ WORK: _____

CELL: _____

CURRENT ADDRESS/PURCHASER: _____

**LISTING AGENT:** Michelle Lebling Camp **SELLING AGENT:** Lise Howe

**FIRM NAME:** Long & Foster Real Estate, Inc

PHONE: (301)983-0060

FAX: (301)770-7317

MOBILE: (301)717-5820

E-MAIL: michelle.lebling@lnf.com

**ADM FEE:** _____

**Listing:**

**Selling:**

**FIRM NAME:** Coldwell Banker Residenti

PHONE: (202)362-5800

FAX: (202)362-7674

MOBILE: (240)401-5577

E-MAIL: lise@lisehowe.com

**ADM FEE:** _____

**BROKER:** _____ **BROKER CONTACT:** _____

BROKER PHONE: _____ BROKER FAX: _____

**NEW FIRST TRUST LENDER:** CASH LOAN#: _____

ADDRESS: _____

**LOAN OFFICER:** _____ **LO PHONE:** _____ FAX: _____

PROCESSOR: _____ PROC. PHONE: _____ OTHER: _____

DATE SCH. W/LENDER: _____ TIME SCHED: _____ WITH: _____

**NEW 2ND TRUST LENDER:** _____ LOAN#: _____

ADDRESS: _____

LOAN OFFICER: _____ LO PHONE: _____ FAX: _____

PROCESSOR: _____ PROC. PHONE: _____ OTHER: _____

LOAN TYPE: _____ TITLE INSURANCE?: _____ SEPARATE BINDER? _____

**SALES PRICE:** 3.500.000.00 **1st LN:** _____ **2nd LN:** _____

BORROWERS NAMES TO READ: its successors and/or assigns as their respective interests may appear.

PROPOSED INSURED TO READ: MYJ FAMILY TRUST

EXISTING 1ST TRUST LENDER: _____ LOAN NO: _____

PAYOFF PH NUMBER: _____ DATE P/O REQUEST: _____ REQUEST MTHD: _____

EXISTING 2ND TRUST LENDER: _____ LOAN NO: _____

PAYOFF PH NUMBER: _____ DATE P/O REQUEST: _____ REQUEST MTHD: _____

TAX ACCT#: 10-66-02639994 TAX ACCT#:

YEARLY AMT: _____ AMT ALREADY PAID: _____ YEARLY AMT: _____ AMT ALREADY PAID: _____

AMT DUE: _____ THRU DATE: _____ AMT DUE: _____ THRU DATE: _____

FFBC? _____ AMOUNT: _____ FFBC? _____ AMOUNT: _____

TERMITE FEE: $ _____ PAYABLE TO: _____

DEPOSIT AMT: 1,000,000.00 DATE: _____

ADDTL DEPOSIT: _____ DATE: _____

**HELD BY BROKER** **INTO FBO** **INTO CASE**

## Jenny Cabrera

**From:** Jenny Cabrera
**Sent:** Wednesday, August 25, 2010 12:40 PM
**To:** 'ahhodro2001@yahoo.com'
**Subject:** 9908 Bentcross Drive, Potomac, MD 20854
**Attachments:** WACHOVIA W-9 FORM.pdf

We have received the earnest money deposit for the purchase of the above-referenced property. In order to place this money in an interest bearing account, we need the attached form signed and completed at your earliest convenience. We also need a copy of the drivers license for the individual who is acting as Trustee for MYJ Family Trust. If you have any questions, please contact us. Thank you.

--Donna Johnson for
Jenny Cabrera
Settlement Coordinator
Paragon Title & Escrow Co.
7415 Arlington Road
Bethesda, MD 20814
301-986-1114 ext. 128
301-652-6742 (fax)
jcabrera@paragontitle.com

# CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

Zineb Yahya Jammeh, **being duly sworn, is executing this Certificate of Trust Existence and Authority as the Settlor, and says that:**

1. **That** Zineb Yahya Jammeh, **remains the Trustee under the** MYJ FAMILY REVOCABLE TRUST DATED September 1, 2009 **and may continue to act in the capacity of the Trustee.**

2. **Title and Date of Trust Agreement.** The name and date of the Trust Agreement is: MYJ FAMILY REVOCABLE TRUST DATED September 1, 2009.

3. **Amendment to Trust Agreement.** The Trust Agreement has not been amended.

4. **Powers of Trust To** Trustee. The Trust gives the Trustee broad powers of administration without the need for judicial confirmation including, but not by way of limitation, the power to purchase, mortgage, encumber, lease and sell real estate or personal property. Any Successor Trustee shall have the same powers, except the power to amend the trust, on presentation of the Initial Trustee's resignation or medical evidence that the Initial Trustee is unable to act as Trustee. The Trust directs the Trustee and Successor Trustee not to record or register the Trust instrument, as the Grantor intends that the MYJ FAMILY TRUST dated September 1, 2009 is not to be placed on public record, if at all possible.

5. **Settlor.** The name and address of each Settlor is:
   **Name:** Zineb Yahya Jammeh
   **Address: 13250 Rotunda, Dearborn, Michigan 48120**

6. **Trustee:** The name and address of each Trustee is:
   **Name:** Zineb Yahya Jammeh
   **Address: 13250 Rotunda, Dearborn, Michigan 48120**

7. **Successor Trustee:** The name and address of each Successor Trustee is:
   **Name:** *Yahya Jammeh*
   **Address: State House, Banjul, Republic of Gambia**

8. **Settlor's reserved powers.** The Settlor has reserved the power to amend or revoke the Trust Agreement. The Settlor has reserved reserved the power to withdraw trust property.

9. **Trustee's powers.** The Trustee has the power to sell, purchase, mortgage the real property recited in Exhibit A, including the power to execute all necessary documents. Furthermore, said powers are not otherwise restricted by any provision of the Trust Agreement.

10. **Governing Law.** The Trust Agreement, and each amendment, is governed by the laws of the State of Michigan.

11. **That the MYJ FAMILY REVOCABLE TRUST DATED September 1, 2009 remains in full force and effect.**

12. **Reliance.** This Certificate of Trust Existence and Authority correctly recites the current status of the Trust Agreement, is made in accordance with the provisions of Act 133 of the Public Acts of 1991, and may be relied upon to the extent provided by said act.

**THIS IS A LEGAL DOCUMENT AND AN ATTORNEY SHOULD BE CONSULTED.**

**Executed this August 8, 2010**

**Witnesses:**

Ahmad Hadraj

Zineb Yahya Jammeh

**Jenny Cabrera**

**From:** Jenny Cabrera
**Sent:** Wednesday, August 25, 2010 1:26 PM
**To:** 'Eddie Hodroj'
**Cc:** 'lise@lisehowe.com'; Dick Fritts
**Subject:** RE: 9908 Bentcross Drive, Potomac, MD 20854

No, it's not necessary to complete the form if you do not wish to earn interest. Please let me know how you would like to proceed. Thank you.

-Donna Johnson for
Jenny Cabrera
Settlement Coordinator
Paragon Title & Escrow Co.
7415 Arlington Road
Bethesda, MD 20814
301-986-1114 ext. 128
301-652-6742 (fax)
jcabrera@paragontitle.com

---

**From:** Eddie Hodroj [mailto:ahhodro2001@yahoo.com]
**Sent:** Wednesday, August 25, 2010 1:12 PM
**To:** Jenny Cabrera
**Subject:** Re: 9908 Bentcross Drive, Potomac, MD 20854

Dear Jenny,

What if we don't want to earn interest on the money transferred ? Do we still need to fill anything out ?

Thanks,
Ahmad Hodroj
--- On **Wed, 8/25/10, Jenny Cabrera <*JCabrera@paragontitle.com*>** wrote:

> From: Jenny Cabrera <JCabrera@paragontitle.com>
> Subject: 9908 Bentcross Drive, Potomac, MD 20854
> To: ahhodro2001@yahoo.com
> Date: Wednesday, August 25, 2010, 12:40 PM
>
> We have received the earnest money deposit for the purchase of the above-referenced property. In order to place this money in an interest bearing account, we need the attached form signed and completed at your earliest convenience. We also need a copy of the drivers license for the individual who is acting as Trustee for MYJ Family Trust. If you have any questions, please contact us. Thank you.
>
> --Donna Johnson for
> Jenny Cabrera

**Rosemarie Dempsey**

---

**From:** Eddie Hodroj [ahhodro2001@yahoo.com]
**Sent:** Thursday, September 16, 2010 1:36 PM
**To:** Lise; Randy Rothstein
**Cc:** Rosemarie Dempsey; Randy Rothstein
**Subject:** RE: Solved

Dear Randy,

Madam's intention is to make this as here primary residence and yes she is the benificiary of the Trust. I don't know if she can homestead this house (I don't know if the law is applicable for non-US citizens).

Thanks,

Ahmad

--- On **Thu, 9/16/10, Randy Rothstein** <*rrothstein@paragontitle.com*> wrote:

> From: Randy Rothstein <rrothstein@paragontitle.com>
> Subject: RE: Solved
> To: "Lise" <dchomenews@gmail.com>
> Cc: "Eddie Hodroj" <ahhodro2001@yahoo.com>, "Rosemarie Dempsey" <rdempsey@paragontitle.com>, "Randy Rothstein" <rrothstein@paragontitle.com>
> Date: Thursday, September 16, 2010, 10:56 AM
>
> Good Morning Lise:
>
> Thank you to you and Ahmad for closing the loop on the balance of funds. I like the work "solved".
>
> My last project that I am working on relative to this case is whether we can get semi-annual taxes for the purchaser. In order to get a response from Montgomery County, I need to know if Madame is the beneficiary of the trust and intends for this property to be her primary residence. If yes, we do have the possibility, but not guaranty to be able to pay real estate taxes semi-annually. If not, or if the county disallows semi-annual taxes, we will need to collect the second half tax bill on the final HUD1 (which statement is attached to this email, now including the actual cost for the House Location Survey).
> If the County requires the payment of the second half taxes, we will add them to the final HUD1 in the amount of $17,897.31. We will be happy to accept that amount in a personal check if there will not be time to add it to the BOA Bank Check.
>
> Please let me know as soon as possible what Madame's intentions are regarding principal residency and confirmation that she is the beneficiary of the Trust.

**Rosemarie Dempsey**

---

**From:** Randy Rothstein
**Sent:** Thursday, September 16, 2010 10:56 AM
**To:** Lise
**Cc:** Eddie Hodroj; Rosemarie Dempsey; Randy Rothstein
**Subject:** RE: Solved
**Attachments:** 9908 Bentross HUD1

Good Morning Lise:

Thank you to you and Ahmad for closing the loop on the balance of funds. I like the work "solved".

My last project that I am working on relative to this case is whether we can get semi-annual taxes for the purchaser. In order to get a response from Montgomery County, I need to know if Madame is the beneficiary of the trust and intends for this property to be her primary residence. If yes, we do have the possibility, but not guaranty to be able to pay real estate taxes semi-annually. If not, or if the county disallows semi-annual taxes, we will need to collect the second half tax bill on the final HUD1 (which statement is attached to this email, now including the actual cost for the House Location Survey). If the County requires the payment of the second half taxes, we will add them to the final HUD1 in the amount of $17,897.31. We will be happy to accept that amount in a personal check if there will not be time to add it to the BOA Bank Check.

Please let me know as soon as possible what Madame's intentions are regarding principal residency and confirmation that she is the beneficiary of the Trust.

Thank you.

Looking forward to closing.

Randy

Randy Rothstein
Paragon Title and Escrow Company
7415 Arlington Road
Bethesda, MD 20814
301-986-1114
rrothstein@paragontitle.com

---

**From:** Lise [mailto:dchomenews@gmail.com]
**Sent:** Thursday, September 16, 2010 7:00 AM
**To:** Randy Rothstein
**Subject:** Fwd: Solved

Sent from my iPhone
The Lise Howe Team
240 401 5577
Coldwell Banker
Chevy Chase Office
5028 Wisconsin Ave NW
Washington, DC 20016
202 362 5800 ext 4349

Begin forwarded message:

**From:** Eddie Hodroj <ahhodro2001@yahoo.com>
**Date:** September 16, 2010 4:54:07 AM EDT
**To:** Lise Howe <lise@lisehowe.com>
**Subject: Re: Solved**

Good morning Lise,
It is actually a bank check from Nigeria ! (just kidding) :)
It will be from Bank of America ;)
We are really looking forward in seeing you. We will be flying in over the weekend. Do you work on weekends ? It would have been perfect to take a quick peek at the house on Sunday (I am sure that madame missed the house); cause on Monday, our day starts at 9am and will be done around 2:30pm...then the closing ! Yuppy, I am excited !.
Just let me know, and if it is not duable (cause sunday's are made for families), then I totally understand.
Cheers,
Ahmad

--- On **Wed, 9/15/10, Lise Howe** <*lise@lisehowe.com*> wrote:

> From: Lise Howe <lise@lisehowe.com>
> Subject: Re: Solved
> To: "Eddie Hodroj" <ahhodro2001@yahoo.com>
> Date: Wednesday, September 15, 2010, 6:11 PM
>
> Just confirming that the check is on a US bank - which is what I just told everyone - because I know that is what you told me. I cant wait to see you guys at settlement!!! Do you want to see the house again before settlement Monday afternoon?
>
> On Wed, Sep 15, 2010 at 3:10 PM, Eddie Hodroj <ahhodro2001@yahoo.com> wrote:
>
> Great Lise. Thank you so much. I will ask madame to sign and send back.
>
> --- On **Wed, 9/15/10, Lise** <*dchomenews@gmail.com*> wrote:

From: Lise <dchomenews@gmail.com>
Subject: Solved
To: "Eddie Hodroj" <ahhodro2001@yahoo.com>
Date: Wednesday, September 15, 2010, 9:28 AM

Randy is happy to take your certified check or cashiers check for the furniture and roll it all into the wire to the cheaneys. Do just go ahead and sign both and send back. Best. Lise

Sent from my iPhone
The Lise Howe Team
240 401 5577
Coldwell Banker
Chevy Chase Office
5028 Wisconsin Ave NW
Washington, DC 20016
202 362 5800 ext 4349

--
The Lise Howe Team
Realtors, Attorney, Local Expert
Coldwell Banker Chevy Chase Office
240-401-5577
202-362-5800
www.dchomenews.com
www.lisehowe.com
www.kenwood-forest.com

*Rothstein & Associates, P.A.*
General Counsel

Randall M. Rothstein
*Admitted in MD, DC*
Robert M. Gratz
*Admitted in MD, DC, FL*
Richard L. Fritts
*Admitted in MD, DC*
Fred E. Futrovsky
*Admitted in MD, PA*
Jason S. Sherman
*Admitted in MD*

January 10, 2011

Mr. Ahmad Hodroj
13250 Rotunda Drive
Dearborne, MI 48120

**RE: 9908 Bent Cross Drive, Potomac, MD 20854**
**PTE File No. 6010-00411 RMD**

Dear Mr. Hodroj:

Enclosed please find your original Deed and Owner's Title Insurance Policy for the above-referenced property. Please keep these documents with the others you received during your settlement with us on 09/20/10.

As a token of our appreciation of your business, we are pleased to offer you a reduction in our normal fees for any future second-mortgage or refinance transaction on this property that we handle for you. We hope you will remember us the next time you, or a friend, purchase, sell or refinance real estate.

It was a pleasure working with you.

Sincerely,

PARAGON TITLE & ESCROW COMPANY

BY: _____
FRED E. FUTROVSKY, ESQ.
Post-Settlement Department

Enclosures

# Exhibit 4

# CERTIFICATION OF FOREIGN RECORDS OF A REGULARLY CONDUCTED ACTIVITY

**[In compliance with USA Federal Rules of Evidence 902(12), 902(11), and 803(6)(A)-(C)]**

The undersigned declarant hereby declares, certifies, verifies or states the following:

1. This certification concerns the regularly conducted business activity of the business named below.

2. The declarant is a records custodian or other qualified person who can provide a written declaration regarding the records of the regularly conducted business activity which are the subject of this certification.

3. The records of regularly conducted business activity (hereinafter "records") which are the subject of this certification are listed and described in Appendix A, attached to this certification, and accompany this certification.

4. The records are originals or duplicate copies of original business records;

5. The records were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;

6. The records were kept in the course of a regularly conducted business activity; and

7. The records were made by the business activity as a regular practice.

***I hereby declare, certify, verify, and state, under penalty of perjury or other criminal penalty under the Criminal Code of The Gambia if this statement is falsely made, that the foregoing is true and correct.***

Signature

FATOU LILI DRAMMEH
Printed Name

COMPANY SECRETARY
Title

TRUST BANK LIMITED
Company Name

3-4 EDWARD AVENUE
Business Address

31st JULY 2019
Date of Declaration/Execution

# APPENDIX A

## DOCUMENT INVENTORY

The documents submitted are as follows:

1. Trust Bank Ltd. (TBL) Corporate Account Opening Form dated Aug. 11th, 2010 in the name of MYJ Family Trust at Standard Chartered House, Banjul, The Gambia signed by Director Ahmad Hodroj

2. Signature Card for Current A/C No. 12011798401 MYJ Family Trust [usual signature of Ahmad Hodroj]

3. Trust Bank Banjul Branch Statement of Account for 12011798401 MYJ Family Trust
   UNITED STATES DOLLAR Foreign Currency Account
   This Statement covers 01-Jul-2005 THROUGH 31-Jul-2014
   Page 1 of 5 through Page 5 of 5

   3a. The same five page document with some handwritten annotations associating supporting TBL documents to the entries on the Statement of Account

   [The following items are supporting TBL documents for the above Statement of Account]

4. Nine (9) Current Account Deposit Slips for Account Number 12011798401

5. One (1) Credit Voucher Form for Account Number 12011798401

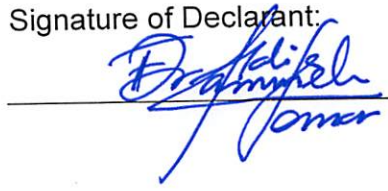
6. Four (4) Trust Bank Ltd. Applications for Telex Transfer from Acct. Number 12011798401 to Paragon Title & Escrow Company, Wachovia Bank Acct. Number xxxxx9477, signed with the usual signature of the sole authorized signatory on the TBL account, and (4) corresponding Telex printouts

7. One (1) Trust Bank Ltd. Application for Telex Transfer from Acct. Number 12011798401 to Ahmad Hodroj at 13711 Osborn Ave. Dearborn, MI 48126, Chase Bank Acct. xxxxx1066, and one (1)corresponding Telex printout

8. One (1) Trust Bank Ltd. Application for Telex Transfer from Acct. Number 12011798401 to Ali Mohamed Hijazi, Bank Med Acct. xxxxx4400, and one (1) corresponding Telex printout

9. Twelve (12) pages of bank record images containing seven (7) images of Debit Voucher Forms and twenty-three (23) images of General Ledger Offset Credit Forms, each of these thirty forms for TBL Account Number 12011798401

Signature of Declarant:



1

# Trust Bank Ltd.

## CORPORATE ACCOUNT OPENING FORM

### Customer Information

BRANCH: _____ DATE: Aug 11th, 2010

Type of Account

Current ☒ Saving ☐ Fixed Deposit ☐

For Foreign Currency Denominated Account(s) *(please tick)*

US$ ☒ EURO ☐ GBP ☐

Name of Account: MYJ Family Trust

Date of Incorporation/Registration: _____

Registration Office/Premises Situated at: Standard Chartered House

Postal/Mailing Address: Dargent - The Cambio

Telephone: 776-0666 Email: n/a

Fax: N/A

Type of Business (Sector)

| | | | | | |
|---|---|---|---|---|---|
| Agriculture - Marketing | ☐ | Tourism - Capital & Equipment | ☐ | Building Const. | |
| Processing | ☐ | Premises | ☐ | Company | ☐ |
| Production | ☐ | Working Capital | ☐ | Individual | ☐ |
| Distributive Trade - Company | ☐ | Transportation - Company | ☐ | Financial Inst. | ☐ |
| Individual | ☐ | Individual | ☐ | Fishing Indus. | ☐ |
| Manufacturing | ☐ | Telecommunication | ☐ | Real Estate | ☐ |
| Energy | ☐ | Services | ☐ | | |

Others (please specify below) Trust Funds

Director (Full Name):

Ahmad Hodroj Sign _____

_____ Sign _____

_____ Sign _____

One to sign ☒ All to sign ☐ Any two to sign ☐ Other ☐ *(Please specify below)*

_____

7

BB107

c/o Mr Della Ratta

## SIGNATURE CARD

NAME IN FULL (Surname/Company Name First - IN CAPITAL LETTERS) MYJ Family Trust

CURRENT A/C No. 1 2 6 1 1 7 9 2 4 6

ADDRESS Standard Chartered House

(P.O.BOX No if any) Bank of The Caribbean

TEL No. 796-6666

OCCUPATION/BUSINESS Trust Fund

DATE A/C Opened Aug 11th, 2010

USUAL SIGNATURE/S

CHECKED BY.....
BANK STAMP / SIGNATURE

CA 2

## INDEX CARD

NAME IN FULL (Surname/Company Name First - IN CAPITAL LETTERS) MYJ Family Trust

CURRENT A/C No.

*USUAL SIGNATURE/S OR THUMB PRINT*

DATE A/C OPENED.....

BY.....
BANK STAMP SIGNATURE

DATE CLOSED .....

CHECKED BY.....

BANK STAMP SIGNATURE

CA 3

Doc 1

3

# Trust Bank ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

ACCOUNT OPENED 11th AUGUST 2010

Date : 01-Nov-2017

For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| | |
|---|---|
| *Opening Balance* | |

**2010 Aug**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250093 | | 13 Aug 2010 | 0.00 | 800,000.00 | 800,000.00 |
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250179 | | 13 Aug 2010 | 0.00 | 125,000.00 | 925,000.00 |
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250181 | | 13 Aug 2010 | 0.00 | 75,000.00 | 1,000,000.00 |
| 18 Aug 2010 | FX/4032/10 $1000000 | 001bd70102300023 | | 18 Aug 2010 | 1,010,028.00 | 0.00 | -10,028.00 |
| 18 Aug 2010 | CORR BANK CHRGS | 001bd70102300024 | | 18 Aug 2010 | 36.75 | 0.00 | -10,064.75 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320070 | | 20 Aug 2010 | 0.00 | 100,000.00 | 89,935.25 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320095 | | 20 Aug 2010 | 0.00 | 1,000,000.00 | 1,089,935.25 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320070 | | 20 Aug 2010 | 0.00 | -100,000.00 | 989,935.25 |
| 23 Aug 2010 | CASH DEPOSIT | 001CSDP102350071 | | 23 Aug 2010 | 0.00 | 500,000.00 | 1,489,935.25 |
| 25 Aug 2010 | FX/4185/10 $ 1500000 | 001bd51102370040 | | 25 Aug 2010 | 1,515,028.00 | 0.00 | -25,092.75 |
| 31 Aug 2010 | INTEREST APPLIED | 001DRINUSD 00002 | | 01 Sep 2010 | 59.01 | 0.00 | -25,151.76 |

**2010 Sep**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Sep 2010 | CASH DEPOSIT | 001CSDP102450244 | | 02 Sep 2010 | 0.00 | 1,000,000.00 | 974,848.24 |
| 07 Sep 2010 | FX/4439/10 $1000000 | 001bd61102500001 | | 07 Sep 2010 | 1,010,026.79 | 0.00 | -35,178.55 |
| 08 Sep 2010 | CASH DEPOSIT | 001CSDP102510205 | | 08 Sep 2010 | 0.00 | 300,000.00 | 264,821.45 |
| 08 Sep 2010 | FX/4485 & 6/10 | 001bd73102510003 | | 08 Sep 2010 | 265,290.95 | 0.00 | -469.50 |
| 09 Sep 2010 | REVALUATION | 001ACRV102520002 | | 09 Sep 2010 | 0.00 | 0.00 | -469.50 |
| 13 Sep 2010 | CASH DEPOSIT | 001CSDP102560172 | | 13 Sep 2010 | 0.00 | 270,000.00 | 269,530.50 |
| 15 Sep 2010 | CASH DEPOSIT | 001CSDP102580131 | | 15 Sep 2010 | 0.00 | 30,000.00 | 299,530.50 |
| 16 Sep 2010 | FX/4586/10 $300000 | 001bd70102590031 | | 16 Sep 2010 | 303,025.42 | 0.00 | -3,494.92 |
| 16 Sep 2010 | FUNDS TRF | 001bd72102590016 | | 16 Sep 2010 | 0.00 | 4,000.00 | 505.08 |
| 16 Sep 2010 | COUNTERFEIT M | 001bd72102590038 | | 16 Sep 2010 | 100.00 | 0.00 | 405.08 |
| 30 Sep 2010 | INTEREST APPLIED | 001DRINUSD 00002 | | 01 Oct 2010 | 18.89 | 0.00 | 386.19 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 01-Nov-2017
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

2010 Oct

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 01 Oct 2010 | REVALUATION | 001ACRV10274000B | | 01 Oct 2010 | 0.00 | 0.00 | 386.19 |

2010 Nov

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 30 Nov 2010 | REVALUATION | 001ACRV1033400NG | | 30 Nov 2010 | 0.00 | 0.00 | 386.19 |

2011 Jan

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 06 Jan 2011 | REVALUATION | 001ACRV1100600FA | | 06 Jan 2011 | 0.00 | 0.00 | 386.19 |

2011 Jun

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Jun 2011 | REVALUATION | 001ACRV1116000FB | | 09 Jun 2011 | 0.00 | 0.00 | 386.19 |

2011 Aug

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 26 Aug 2011 | REVALUATION | 001ACRV1123800A2 | | 26 Aug 2011 | 0.00 | 0.00 | 386.19 |
| 29 Aug 2011 | REVALUATION | 001ACRV1124100A0 | | 29 Aug 2011 | 0.00 | 0.00 | 386.19 |

2011 Sep

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 21 Sep 2011 | REVALUATION | 001ACRV1126400GA | | 21 Sep 2011 | 0.00 | 0.00 | 386.19 |

2011 Oct

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 19 Oct 2011 | REVALUATION | 001ACRV11292007K | | 19 Oct 2011 | 0.00 | 0.00 | 386.19 |

2011 Nov

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank Ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 01-Nov-2017
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 14 Nov 2011 | REVALUATION | 001ACRV113180081 | | 14 Nov 2011 | 0.00 | 0.00 | 386.19 |
| 30 Nov 2011 | REVALUATION | 001ACRV11334004Y | | 30 Nov 2011 | 0.00 | 0.00 | 386.19 |

**2011 Dec**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 15 Dec 2011 | REVALUATION | 001ACRV113490081 | | 15 Dec 2011 | 0.00 | 0.00 | 386.19 |

**2012 Apr**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Apr 2012 | REVALUATION | 001ACRV12103008R | | 12 Apr 2012 | 0.00 | 0.00 | 386.19 |

**2012 Jun**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 25 Jun 2012 | REVALUATION | 001ACRV12177005N | | 25 Jun 2012 | 0.00 | 0.00 | 386.19 |

**2012 Jul**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 17 Jul 2012 | REVALUATION | 001ACRV12199008U | | 17 Jul 2012 | 0.00 | 0.00 | 386.19 |
| 27 Jul 2012 | REVALUATION | 001ACRV1220900ER | | 27 Jul 2012 | 0.00 | 0.00 | 386.19 |

**2012 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 29 Oct 2012 | REVALUATION | 001ACRV1230300VQ | | 29 Oct 2012 | 0.00 | 0.00 | 386.19 |

**2012 Nov**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 22 Nov 2012 | REVALUATION | 001ACRV1232700E1 | | 22 Nov 2012 | 0.00 | 0.00 | 386.19 |
| 26 Nov 2012 | REVALUATION | 001ACRV12331006L | | 26 Nov 2012 | 0.00 | 0.00 | 386.19 |

**2013 Jan**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 01-Nov-2017
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 31 Jan 2013 | REVALUATION | 001ACRV13031005A | | 31 Jan 2013 | 0.00 | 0.00 | 386.19 |

**2013 Mar**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Mar 2013 | REVALUATION | 001ACRV1307100A5 | | 12 Mar 2013 | 0.00 | 0.00 | 386.19 |

**2013 Apr**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Apr 2013 | REVALUATION | 001ACRV1309900EJ | | 09 Apr 2013 | 0.00 | 0.00 | 386.19 |

**2013 May**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 24 May 2013 | REVALUATION | 001ACRV131440013 | | 24 May 2013 | 0.00 | 0.00 | 386.19 |

**2013 Jun**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Jun 2013 | REVALUATION | 001ACRV1316400FA | | 13 Jun 2013 | 0.00 | 0.00 | 386.19 |
| 26 Jun 2013 | REVALUATION | 001ACRV1317700S9 | | 26 Jun 2013 | 0.00 | 0.00 | 386.19 |

**2013 Aug**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Aug 2013 | REVALUATION | 001ACRV1322400RN | | 12 Aug 2013 | 0.00 | 0.00 | 386.19 |
| 14 Aug 2013 | REVALUATION | 001ACRV1322600PU | | 14 Aug 2013 | 0.00 | 0.00 | 386.19 |

**2013 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 31 Oct 2013 | REVALUATION | 001ACRV1330400S0 | | 31 Oct 2013 | 0.00 | 0.00 | 386.19 |

**2013 Dec**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 01-Nov-2017
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Dec 2013 | REVALUATION | 001ACRV1334700HL | | 13 Dec 2013 | 0.00 | 0.00 | 386.19 |

2014 Apr

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Apr 2014 | REVALUATION | 001ACRV1409900D4 | | 09 Apr 2014 | 0.00 | 0.00 | 386.19 |

| | |
|---|---|
| *Closing Balance* | *386.19* |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

BB10 301

# Trust Bank Ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

A/c OPENED 11th August 2010
Last transaction dated 16th SEPT 2010,
DEBIT of $100.00

Date : 06-Jan-2018
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

TOTAL CREDITS of $4,104,000.00
A/c Balance is $386.19

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| | |
|---|---|
| *Opening Balance* | |

## 2010 Aug

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250093 | | 13 Aug 2010 | 0.00 | 800,000.00 1 | 800,000.00 |
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250179 | | 13 Aug 2010 | 0.00 | 125,000.00 2 | 925,000.00 |
| 13 Aug 2010 | CASH DEPOSIT | 001CSDP102250181 | | 13 Aug 2010 | 0.00 | 75,000.00 3 | 1,000,000.00 |
| 18 Aug 2010 | FX/4032/10 $1000000 | 001bd70102300023 | | 18 Aug 2010 | 1,010,028.00 4 | 0.00 | -10,028.00 |
| 18 Aug 2010 | CORR BANK CHRGS | 001bd70102300024 | | 18 Aug 2010 | 36.75 5 | 0.00 | -10,064.75 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320070 | | 20 Aug 2010 | 0.00 | 100,000.00 | 89,935.25 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320095 | | 20 Aug 2010 | 0.00 6 | 1,000,000.00 | 1,089,935.25 |
| 20 Aug 2010 | CASH DEPOSIT | 001CSDP102320070 | | 20 Aug 2010 | 0.00 | -100,000.00 | 989,935.25 |
| 23 Aug 2010 | CASH DEPOSIT | 001CSDP102350071 | | 23 Aug 2010 | 0.00 7 | 500,000.00 | 1,489,935.25 |
| 25 Aug 2010 | FX/4185/10 $ 1500000 | 001bd51102370040 | | 25 Aug 2010 | 1,515,028.00 8 | 0.00 | -25,092.75 |
| 31 Aug 2010 | INTEREST APPLIED | 001DRINUSD 00002 | | 01 Sep 2010 | 59.01 | 0.00 | -25,151.76 |

## 2010 Sep

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 02 Sep 2010 | CASH DEPOSIT | 001CSDP102450244 | | 02 Sep 2010 | 0.00 | 1,000,000.00 9 | 974,848.24 |
| 07 Sep 2010 | FX/4439/10 $1000000 | 001bd61102500001 | | 07 Sep 2010 | 1,010,026.79 10 | 0.00 | -35,178.55 |
| 08 Sep 2010 | CASH DEPOSIT | 001CSDP102510205 | | 08 Sep 2010 | 0.00 | 300,000.00 11 | 264,821.45 |
| 08 Sep 2010 | FX/4485 & 6/10 | 001bd73102510003 | | 08 Sep 2010 | 265,290.95 12A+B | 0.00 | -469.50 |
| 09 Sep 2010 | REVALUATION | 001ACRV102520002 | | 09 Sep 2010 | 0.00 | 0.00 | -469.50 |
| 13 Sep 2010 | CASH DEPOSIT | 001CSDP102560172 | | 13 Sep 2010 | 0.00 | 270,000.00 13 | 269,530.50 |
| 15 Sep 2010 | CASH DEPOSIT | 001CSDP102580131 | | 15 Sep 2010 | 0.00 | 30,000.00 14 | 299,530.50 |
| 16 Sep 2010 | FX/4586/10 $300000 | 001bd70102590031 | | 16 Sep 2010 | 303,025.42 15 | 0.00 | -3,494.92 |
| 16 Sep 2010 | FUNDS TRF | 001bd72102590016 | | 16 Sep 2010 | 0.00 | 4,000.00 16 | 505.08 |
| 16 Sep 2010 | COUNTERFEIT M | 001bd72102590038 | | 16 Sep 2010 | 100.00 17 | 0.00 | 405.08 |
| 30 Sep 2010 | INTEREST APPLIED | 001DRINUSD 00002 | | 01 Oct 2010 | 18.89 | 0.00 | 386.19 |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 06-Jan-2018
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

**2010 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 01 Oct 2010 | REVALUATION | 001ACRV10274000B | | 01 Oct 2010 | 0.00 | 0.00 | 386.19 |

**2010 Nov**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 30 Nov 2010 | REVALUATION | 001ACRV1033400NG | | 30 Nov 2010 | 0.00 | 0.00 | 386.19 |

**2011 Jan**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 06 Jan 2011 | REVALUATION | 001ACRV1100600FA | | 06 Jan 2011 | 0.00 | 0.00 | 386.19 |

**2011 Jun**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Jun 2011 | REVALUATION | 001ACRV1116000FB | | 09 Jun 2011 | 0.00 | 0.00 | 386.19 |

**2011 Aug**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 26 Aug 2011 | REVALUATION | 001ACRV1123800A2 | | 26 Aug 2011 | 0.00 | 0.00 | 386.19 |
| 29 Aug 2011 | REVALUATION | 001ACRV1124100A0 | | 29 Aug 2011 | 0.00 | 0.00 | 386.19 |

**2011 Sep**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 21 Sep 2011 | REVALUATION | 001ACRV1126400GA | | 21 Sep 2011 | 0.00 | 0.00 | 386.19 |

**2011 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 19 Oct 2011 | REVALUATION | 001ACRV11292007K | | 19 Oct 2011 | 0.00 | 0.00 | 386.19 |

**2011 Nov**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

## Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 06-Jan-2018
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 14 Nov 2011 | REVALUATION | 001ACRV113180081 | | 14 Nov 2011 | 0.00 | 0.00 | 386.19 |
| 30 Nov 2011 | REVALUATION | 001ACRV11334004Y | | 30 Nov 2011 | 0.00 | 0.00 | 386.19 |

**2011 Dec**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 15 Dec 2011 | REVALUATION | 001ACRV113490081 | | 15 Dec 2011 | 0.00 | 0.00 | 386.19 |

**2012 Apr**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Apr 2012 | REVALUATION | 001ACRV12103008R | | 12 Apr 2012 | 0.00 | 0.00 | 386.19 |

**2012 Jun**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 25 Jun 2012 | REVALUATION | 001ACRV12177005N | | 25 Jun 2012 | 0.00 | 0.00 | 386.19 |

**2012 Jul**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 17 Jul 2012 | REVALUATION | 001ACRV12199008U | | 17 Jul 2012 | 0.00 | 0.00 | 386.19 |
| 27 Jul 2012 | REVALUATION | 001ACRV1220900ER | | 27 Jul 2012 | 0.00 | 0.00 | 386.19 |

**2012 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 29 Oct 2012 | REVALUATION | 001ACRV1230300VQ | | 29 Oct 2012 | 0.00 | 0.00 | 386.19 |

**2012 Nov**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 22 Nov 2012 | REVALUATION | 001ACRV1232700E1 | | 22 Nov 2012 | 0.00 | 0.00 | 386.19 |
| 26 Nov 2012 | REVALUATION | 001ACRV12331006L | | 26 Nov 2012 | 0.00 | 0.00 | 386.19 |

**2013 Jan**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 06-Jan-2018
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 31 Jan 2013 | REVALUATION | 001ACRV13031005A | | 31 Jan 2013 | 0.00 | 0.00 | 386.19 |

**2013 Mar**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Mar 2013 | REVALUATION | 001ACRV1307100A5 | | 12 Mar 2013 | 0.00 | 0.00 | 386.19 |

**2013 Apr**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Apr 2013 | REVALUATION | 001ACRV1309900EJ | | 09 Apr 2013 | 0.00 | 0.00 | 386.19 |

**2013 May**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 24 May 2013 | REVALUATION | 001ACRV131440013 | | 24 May 2013 | 0.00 | 0.00 | 386.19 |

**2013 Jun**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Jun 2013 | REVALUATION | 001ACRV1316400FA | | 13 Jun 2013 | 0.00 | 0.00 | 386.19 |
| 26 Jun 2013 | REVALUATION | 001ACRV1317700S9 | | 26 Jun 2013 | 0.00 | 0.00 | 386.19 |

**2013 Aug**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 12 Aug 2013 | REVALUATION | 001ACRV1322400RN | | 12 Aug 2013 | 0.00 | 0.00 | 386.19 |
| 14 Aug 2013 | REVALUATION | 001ACRV1322600PU | | 14 Aug 2013 | 0.00 | 0.00 | 386.19 |

**2013 Oct**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 31 Oct 2013 | REVALUATION | 001ACRV1330400S0 | | 31 Oct 2013 | 0.00 | 0.00 | 386.19 |

**2013 Dec**

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

# Trust Bank Ltd

Statement Of Account

TRUST BANK BANJUL BRANCH
3-4 ECOWAS AVENUE
BANJUL
THEGAMBIA

Date : 06-Jan-2018
For Customer Service
Call us at 4225777/8/9

| |
|---|
| 12011798401 |
| MYJ FAMILY TRUST |
| UNITED STATES DOLLAR |
| Foreign Currency Account |

| |
|---|
| MYJ FAMILY TRUST |
| STANDARD CHARTED HOUSE |
| BJL |

THIS STATEMENT COVERS 01-Jul-2005 THROUGH 31-Jul-2014

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 13 Dec 2013 | REVALUATION | 001ACRV1334700HL | | 13 Dec 2013 | 0.00 | 0.00 | 386.19 |

**2014 Apr**

| Trx Date | Details | Ref No | Chq No | Val Date | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| 09 Apr 2014 | REVALUATION | 001ACRV1409900D4 | | 09 Apr 2014 | 0.00 | 0.00 | 386.19 |

| | |
|---|---|
| *Closing Balance* | *386.19* |

*Effective January 2013 Value Added Tax (VAT) will be levied on all commissions & fees*

4

# Trust Bank ltd.

## CURRENT ACCOUNT DEPOSIT SLIP

0513863

Date: 12 / 8 / 10

BRANCH

Account Name: My J family trust

Account Number: 1201179840 1

Txn. Code:

Total in words: Eight hundred thousand dollars only

Paid in by:

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques, Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | DALASI | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
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| | | | |

TOTAL D 800000=

Whits: Bank's Copy - Yellow: Customer's Copy

t6t **Trust Bank ltd.**

**CURRENT ACCOUNT DEPOSIT SLIP**

0513867

Date: 13/8/10

BRANCH

Account Name: M Y J FAMILY Trust

Account Number: 120-1179841-01

Txn. Code:

Total in words: One hundred xtwenty-five thousand dollars

Paid in by:

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques, Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | $125,000 = | |
| CHEQUES: | | |

| BANK | CHEQUE NO. | DALASI | Bututs |
|---|---|---|---|
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TOTAL D $125,000=

White: Bank's Copy - Yellow: Customer's Copy

3

1067

**Trust Bank ltd.**

**CURRENT ACCOUNT DEPOSIT SLIP**

0513868

Date: 13 / 8 / 10

BRANCH

Account Name: MYJ FAMILY TRUST

Account Number: 120-117984-01

Txn. Code:

Total in words: Seventy-five thousand US. dollars only

Paid in by:

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques,Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | Dollars | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | 75,000= | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | Dollars | Bututs |
| | | | |
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| | | | |

TOTAL $ 75,000=

White: Bank's Copy - Yellow: Customer's Copy

3

33167

# Trust Bank ltd.

## CURRENT ACCOUNT DEPOSIT SLIP

0513901

Date: 19 / 05 / 13

Bank

BRANCH

Account Name: MJ Family Trust

Account Number: 1201179840 | Txn. Code:

Total In words: One million dollars

Paid In by: Contract

Contact / Tel. No.:

TELLER (Stamp/signature )

Customers are requested to cross all Cheques,Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | DALASI | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
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| | | | |

TOTAL D $ 1000 000

White: Bank's Copy - Yellow: Customer's Copy

6

t6C **Trust Bank ltd.**

**CURRENT ACCOUNT DEPOSIT SLIP**

0513902

Date: 20 / 8 / 10

Bangull BRANCH

Account Name: My family trust

Account Number: 120-117984-011 Txn. Code:

Total In words: five hundred thousand US dollars only

Paid In by:

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques,Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | Dollars | Bututs |
|---|---|---|
| D 100 x..... | $500,000 | = |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | $ 500,000 | = |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | Dollars | Bututs |
| | | 500,00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL $ | | 500,000 | = |

Bank's Copy – Yellow: Customer's Copy

4

1263

# Trust Bank Ltd.

## CURRENT ACCOUNT DEPOSIT SLIP

0513927 USD

Date: 02/09/2010

Bayul BRANCH

Account Name: MYJ FAMILY TRUST

Account Number: 1201179840

Txn. Code:

Total In words: One million dollars only

Paid In by: Self

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques,Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | DALASI | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL D $1000 000

White: Bank's Copy - Yellow: Customer's Copy

9

57

tbc **Trust Bank ltd.** 1445 **CURRENT ACCOUNT DEPOSIT SLIP**

0513940 USD

Date: 08 / 09 / 17

Bayo BRANCH

Account Name: MYJ Family Trust

Account Number: 1201179840

Txn. Code:

Total in words: Three hundred thousand dollars only

Paid in by: Self

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques, Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | DALASI | Bututs |
|---|---|---|
| D 100 x..... | | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL D $ 300000 =

White: Bank's Copy - Yellow: Customer's Copy

11

6

**Trust Bank Ltd.** 67

**CURRENT ACCOUNT DEPOSIT SLIP**

0513950

Date: 13, 9, 18

BJL. BRANCH

Account Name N. Y. T.

Account Number | 1 | 2 | 4 | 7 | 1 | 7 | 9 | 8 | 4 | 7 | 0 | 1 |

Txn. Code

Total In words: Two hundred and Seventy thousand. Tellers

Paid In by:

Contact / Tel. No.:

TELLER (Stamp/signature)

Customers are requested to cross all Cheques,Postal Orders, etc before paying in.

NOTE: Customers are informed that in the Bank reserves the right at its discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

*THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.*

| CASH: | DALASI | Bututs |
|---|---|---|
| D 100 x..... | D 270,000 | |
| D 50 x..... | | |
| D 25 x..... | | |
| D 10 x..... | | |
| D 5x..... | | |
| COINS: | | |

| CHEQUES: | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL D 270,000

White: Bank's Copy - Yellow: Customer's Copy

13

$65

# t6C Trust Bank ltd.

## CURRENT ACCOUNT DEPOSIT SLIP

No 1250687

Date: 15 / 09 / 2010

BANJUL BRANCH

Account Name: M Y J Family Trust

Account Number: 1 2 0 1 1 7 9 8 4 0 1

Txn. Code:

Total in Words: Thirty thousand dollars only

Paid in by: Mohamad Hadraj

Contact / Tel. No.: 769-0000

TELLER (Stamp / Signature)

Customers are requested to cross all Cheques, Postal Orders, etc. Before paying in.

NOTE: Customers are informed that the Bank reserves the right at its' discretion to postpone payment of Cheques drawn against uncleared effects which may have been credited to the account.

THIS DEPOSIT IS SUBJECT TO FINAL VERIFICATION.

| CASH | DALASI | Bututs |
|---|---|---|
| D 100 x 300 | 30000 | |
| D 50 x | | |
| D 25 x | | |
| D 10 x | | |
| D 5 x | | |
| COINS | | |

| CHEQUES | | | |
|---|---|---|---|
| BANK | CHEQUE NO. | DALASI | Bututs |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| TOTAL D | 30,000 |
|---|---|

White: Bank's Copy - Yellow: Customer's Copy

14

# CREDIT VOUCHER

.....Branch

Under advice dated .....20.....

| PARTICULARS | AMOUNT |
|---|---|
| Funds not to go | #4000 |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

..... Authorised Signature

5

16

# Trust Bank ltd

OUR

6

BRANCH _____

APPLICATION FOR

PLEASE MARK APPROPRIATE BOX WITH A CROSS

☐ MAIL TRANSFER

☑ TELEX TRANSFER

☐ DRAFT 17/8

REF No. FX/4082/10

EC APPROVAL No. _____

DATE 13 Aug 2010

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Wachovia Bank | Paragon Title & Escrow Company |
| 1300 I Street, NW | MAHT TRUST ACCOUNT |
| Washington, DC 20005 | 7415 Arlington Rd |
| BANK CODE No. 055003201 | Bethesda, MD 20814 |
| BENEFICIARY'S ACCOUNT No. 2000021869477 | CURRENCY: US $ — AMOUNT IN FIGURES: 1,000,000 — |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS: MYJ Family Trust - ~~Deposition Proceeds of property~~ | AMOUNT IN WORDS: One Million US Dollars Only. |
| | RATE: |

In settlement of this transaction, kindly:.

☒ Debit my/our account 120117984 01

☐ Find enclosed cheque for D _____

☐ Find entry attached _____

PLEASE MARK APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

| | |
|---|---|
| DALASIS EQUIVALENT | 28000,00 — |
| EXCHANGE | 284000 — |
| TELEX CHARGES | 750 — |
| OTHER CHARGES | — |
| TOTAL COST | 28284750 — |

FOR OFFICE USE ONLY

M.T. / T.T. / DRAFT No. _____

DRAWN ON HSBC LIBOR

| CACULATIONS | |
|---|---|
| WORKED | CHECKED |
| INITIALS | VALUE DATE |
| | GS No. |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

(N.B.: Payment will normally be made less agent's charges unless otherwise instructed)

METHOD OF PAYMENT HK Dollar

☐ ADVICE AND PAY ON APPLICATION AND IDENTIFICATION

☐ CREDIT BENEFICIARY'S ACCOUNT

TELEX CHARGES

☐ FOR MY / OUR ACCOUNT

☐ FOR BENEFICIARY'S ACCOUNT

PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

By whose order (if to be included in cable message)

Pleas effect the above transfer by telex, at my/our risk, it being understood that you are not to be held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which my arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice

Consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

FOR OFFICE ONLY

AUTHORISED SIGNATURE AND STAMP

MYJ FAMILY TRUST

KHARABA AVENUE

A/c 120-117984-01

Signature (or reference)

Address 776-0666

Fx 10

---------- Instance Type and Transmission ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1511 100813TBLTGMGMAXXX3962059848
---------- Message Header ----------
Swift Input : FIN 103 Single Customer Credt Transfer
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM
Receiver : MIDLGB22XXX
HSBC BANK PLC
(ALL U.K. OFFICES)
LONDON GB
---------- Message Text ----------
20: Sender's Reference
FX/4032/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 17 August 2010
Currency : USD (US DOLLAR)
Amount : #1,000,000.00#
50K: Ordering Customer-Name & Address
/A/C NO. 120-117984-01
MYJ FAMILY TRUST
KAIRABA AVENUE
THE GAMBIA, WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/38121946
57D: Account With Inst -Name & Addr
//055003201
WACHOVIA BANK
1300 I STREET, NW
WASHINGTON D.C 20005
USA
59: Beneficiary Customer-Name & Addr
/2000021869477
PARAGON TITLE + ESCROW COMPANY
MAHT TRUST ACCOUNT
7415 ARLINGTON RD.
BETHESDA, MD 20814
71A: Details of Charges
OUR
---------- Message Trailer ----------
{CHK:0F7D95B7AE8A}
PKI Signature: MAC-Equivalent
---------- Interventions ----------
Category : Network Report
Creation Time : 13/08/10 15:14:53
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3962059848}{4:{177:1008131511}{451:0}}

# Trust Bank ltd

BRANCH _____

APPLICATION FOR

PLEASE MARK APPROPRIATE BOX WITH A CROSS

☐ MAIL TRANSFER

☑ TELEX TRANSFER

☐ DRAFT

REF No. Fx/4185/10

EC APPROVAL No. _____

DATE 19 Aug 2010

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Wachovia Bank<br>1300 I Street, NW<br>Washington, DC 20005<br>BANK CODE No. 055003201 | Paragon Title & Escrow Company<br>MAHT Trust Account<br>7415 Arlington Rd<br>Bethesda, MD 20814 |
| BENEFICIARY'S ACCOUNT No. 2000021869477 | CURRENCY: US $ — AMOUNT IN FIGURES: 1,500,000 — |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS: MYJ Family Trust | AMOUNT IN WORDS: One Million, Dollars Only. Five hundred thousand<br>RATE: 28 |

In settlement of this transaction, kindly:..

☐ Debit my/our account _____

☐ Find enclosed cheque for D _____

☐ Find entry attached _____

PLEASE MARK APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

| | |
|---|---|
| DALASIS EQUIVALENT | 42000000 - |
| EXCHANGE | |
| TELEX CHARGES | 750 - |
| OTHER CHARGES | 420,000 - |
| TOTAL COST | 42420750 - |

FOR OFFICE USE ONLY

M.T. / T.T. / DRAFT No. _____

DRAWN ON Credit Suisse

INITIALS _____

| CACULATIONS | |
|---|---|
| WORKED | CHECKED |
| | |
| VALUE DATE | |
| GS No. | |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

(N.B.: Payment will normally be made less agent's charges unless otherwise instructed)

METHOD OF PAYMENT A/C Debit

TELEX CHARGES $ 1515028

☐ ADVICE AND PAY ON APPLICATION AND IDENTIFICATION

☐ CREDIT BENEFICIARY'S ACCOUNT MYJ Family Trust

☐ FOR MY / OUR ACCOUNT

☐ FOR BENEFICIARY'S ACCOUNT

PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

By whose order (if to be included in cable message)

Pleas effect the above transfer by telex, at my/our risk, it being understood that you are not to be held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which my arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice

Consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

FOR OFFICE ONLY

AUTHORISED SIGNATURE AND STAMP

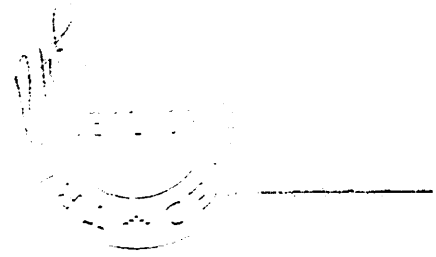
Signature _____

(or reference)

Address _____

Fx 10

---------- **Instance Type and Transmission** ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1634 100824TBLTGMGMAXXX3968060034
---------- **Message Header** ----------
Swift Input : FIN 103 Single Customer Credt Transfer
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM
Receiver : CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH
---------- **Message Text** ----------
20: Sender's Reference
FX/4185/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 25 August 2010
Currency : USD (US DOLLAR)
Amount : #1,500,000.00#
50K: Ordering Customer-Name & Address
/A/C 120-117984-01
MYJ FAMILY TRUST
KAIRABA AVENUE
THE GAMBIA, WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/0835-0147121-54-780
57D: Account With Inst -Name & Addr
//055003201
WACHOVIA BANK
1300 I. STREET, NW
WASHINGTON, D.C 20005
59: Beneficiary Customer-Name & Addr
/2000021869477
PARAGON TITLE + ESCROW COMPANY
MAHT TRUST ACCOUNT
7415 ARLINGTON RD
BETHESDA, MD 20814
70: Remittance Information
/MYJ FAMILY TRUST
71A: Details of Charges
OUR
---------- **Message Trailer** ----------
{CHK:7B8676E79232}
PKI Signature: MAC-Equivalent
---------- **Interventions** ----------
Category : Network Report
Creation Time : 24/08/10 16:38:07
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3968060034}{4:{177:1008241634}{451:0}}



# Trust Bank ltd

BRANCH _____

APPLICATION FOR 10

PLEASE MARK APPROPRIATE BOX WITH A CROSS

☐ MAIL TRANSFER
☑ TELEX TRANSFER
☐ DRAFT

REF No. Fx/44139/W

EC APPROVAL No. _____

DATE Sep. 3rd, 2010

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Wachovia Bank<br>1300 I Street, NW<br>Washington, DC 20005<br>BANK CODE No. 055003201 | Paragon Title & Escrow Company<br>MAHT Trust Account<br>7415 Arlington Rd<br>Bethesda, MD 20814 |
| BENEFICIARY'S ACCOUNT No. 2000021869477 | |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS<br>MYJ family Trust | |

| | CURRENCY | AMOUNT IN FIGURES |
|---|---|---|
| | US $ | 1,000,000 — |
| AMOUNT IN WORDS | One Million US Dollars Only | |
| RATE | 28 | |
| DALASIS EQUIVALENT | 28,000,000 | — |
| EXCHANGE | — | — |
| TELEX CHARGES | 750 | — |
| OTHER CHARGES | ~~28,000~~ | — |
| TOTAL COST | 28,028,750 | — |

In settlement of this transaction, kindly:.

☒ Debit my/our account 120117984401

☐ Find enclosed cheque for D _____

☐ Find entry attached _____

PLEASE MARK APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

**FOR OFFICE USE ONLY**

M.T. / T.T. / DRAFT No. _____

DRAWN ON Credit Suisse

INITIALS

| CACULATIONS | |
|---|---|
| WORKED | CHECKED |
| | |
| VALUE DATE | |
| GS No. | |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

(N.B.: Payment will normally be made less agent's charges unless otherwise instructed)

METHOD OF PAYMENT

☐ ADVICE AND PAY ON APPLICATION AND IDENTIFICATION

☐ CREDIT BENEFICIARY'S ACCOUNT

TELEX CHARGES

☐ FOR MY / OUR ACCOUNT

☐ FOR BENEFICIARY'S ACCOUNT

PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

By whose order (if to be included in cable message)

Pleas effect the above transfer by telex, at my/our risk. It being understood that you are not to be held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which my arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice

Consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

**FOR OFFICE ONLY**

AUTHORISED SIGNATURE AND STAMP

MYJ family Trust
Kairaba Avenue
A/c 120-117984-01

Signature (or reference) _____

Address 776-0666

Fx 10

Sent:1486-050790

**Instance Type and Transmission**

Notification (Transmission) of Original Sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1640 100907/TBLTGMGMAXXX3981060303

**Message Header**

Swift Input : FIN 103 Single Customer Credit Transfer
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM
Receiver : CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH

**Message Text**

20: Sender's Reference
FX/4439/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 08 September 2010
Currency : USD (US DOLLAR)
Amount : #1,000,000.00#
50K: Ordering Customer-Name & Address
/A/C NO.120-117984-01
MYJ FAMILY TRUST
KAIRABA AVENUE, S/KUNDA
THE GAMBIA, WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/0835-0147121-54-780
57D: Account With Inst -Name & Addr
//055003201
WACHOVIA BANK
1300 I STREET, NW
WASHINGTON, DC 20005
USA
59: Beneficiary Customer-Name & Addr
/2000021869477
PARAGON TITLE + ESCROW COMPANY
MAHT TRUST ACCOUNT
7415 ARLINGTON RD., BETHESDA, MD
20814 USA
70: Remittance Information
//MYJ FAMILY TRUST
71A: Details of Charges
OUR

**Message Trailer**

{CHK:E76617500560}
PKI Signature: MAC-Equivalent

**Interventions**

Category : Network Report
Creation Time : 07/09/10 16:44:38
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3981060303}{4:{177:1009071640}{451:0}}

12B

# Trust Bank ltd

BRANCH _____ REF No. tt/4485/w

APPLICATION FOR
PLEASE MARK APPROPRIATE BOX WITH A CROSS
☐ MAIL TRANSFER
☒ TELEX TRANSFER
☐ DRAFT

EC APPROVAL No. _____

DATE 08. 04. 11

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Wachovia Bank<br>1300 I Street, NW<br>Washington, DC 20005<br>BANK CODE No. 055003201<br>BENEFICIARY'S ACCOUNT No. 2000021869477 | Paragon Title & Escrow Company<br>MAHT Trust Account<br>7415 Arlington Rd<br>Bethesda, MD 20814 |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS<br>MYJ family Trust | CURRENCY: US$ — AMOUNT IN FIGURES: 62,610.28<br>AMOUNT IN WORDS: Sixty two thousand, six hundred and ten Dollars & 28/100<br>RATE: 28 / 1 |

In settlement of this transaction, kindly :-
☒ Debit my/our account 1201179840 1
☐ Find enclosed cheque for D _____
☐ Find entry attached _____
PLEASE MARK THE APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

| | |
|---|---|
| DALASIS EQUIVALENT | 1753017.84 |
| EXCHANGE | 27.84 |
| TELEX CHARGES 4.78 | 450 |
| OTHER CHARGES 626.10 | 1533.84 |
| TOTAL COST | 1721376.48 |

FOR OFFICE USE ONLY
M.T. / T.T. / DRAFT No. _____
DRAWN ON Credit Suisse

| INITIALS | | CALCULATIONS | |
|---|---|---|---|
| | | WORKED | CHECKED |
| | | VALUE DATE | |
| | | GS No. | |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

( N.B.: Payment will normally be made less agent's charges unless otherwise instructed )

METHOD OF PAYMENT A/c debit $ 63261.16

TELEX CHARGES
☐ FOR MY / OUR ACCOUNT
☐ FOR BENEFICIARY'S ACCOUNT
PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

☐ ADVISE AND PAY ON APPLICATION AND IDENTIFICATION
☐ CREDIT BENEFICIARY'S ACCOUNT
By whose order ( if to be included in cable message )

Please effect the above transfer by telex, at my/our risk, it being understood that you are not to held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which may arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice.

It is understood that this remittence is to be effected at the sole risk of the undersigned and that the Bank shall not be held responsible for any loss consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B.: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

FOR OFFICE ONLY
AUTHORISED SIGNATURE AND STAMP

Signature _____
( or reference )
Address 776-0666
City Kennedy Ave

FX 10

Amt 1551.05[illegible]

: 09/10 17:27:41

**Instance Type and Transmission**

Notification (Transmission) of Original Sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1723 100908TBLTGMGMAXXX3982060357

**Message Header**

: FIN 103 Single Customer Credit Transfer

Swift Input
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM

Receiver : CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH

**Message Text**

20: Sender's Reference
FX/4485/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 08 September 2010
Currency : USD (US DOLLAR)
Amount : #62,610.28#
50K: Ordering Customer-Name & Address
/A/C NO.120-117984-01
MYJ FAMILY TRUST
69, KAIRABA AVENUE
S/KUNDA, THE GAMBIA, WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/0835-0147121-54-780
57D: Account With Inst -Name & Addr
//055003201
WACHOVIA BANK
1300 I STREET, NW
WASHINGTON, DC 20005
USA
59: Beneficiary Customer-Name & Addr
/2000021869477
PARAZON TITLE + ESCROW COMPANY
MAHT TRUST ACCOUNT
7415 ARLINGTON RD. BETHESDA, MD,
20814, USA
71A: Details of Charges
OUR

**Message Trailer**

{CHK:2CEE0CA0EE22}
PKI Signature: MAC-Equivalent

**Interventions**

Category : Network Report
Creation Time : 08/09/10 17:27:21
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3982060357}{4:{177:1009081723}{451:0}}

7

(12A)

# Trust Bank ltd

BRANCH

REF No. Tr/9086/W

APPLICATION FOR

PLEASE MARK APPROPRIATE BOX WITH A CROSS

☐ MAIL TRANSFER
☒ TELEX TRANSFER
☐ DRAFT

EC APPROVAL No.

DATE 08 - 09 - 14

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Chase Bank<br>14901 ford Rd,<br>Dearborn, MI 48126<br>BANK CODE No. 072000326 | Ahmad Hodroj<br>13711 Osborn Ave.<br>Dearborn, MI 48126 |
| BENEFICIARY'S ACCOUNT No. 787161066 | CURRENCY: US$ — AMOUNT IN FIGURES: 200,000 — |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS: Residential loan. (purchase of property). | AMOUNT IN WORDS: Two hundred thousand Dollars Only<br>RATE: 22 |

In settlement of this transaction, kindly :
☒ Debit my/our account 126117984/01
☐ Find enclosed cheque for D
☐ Find entry attached

PLEASE MARK THE APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

| | | |
|---|---|---|
| DALASIS EQUIVALENT | $ 600,000 — | |
| EXCHANGE | — | 12 |
| TELEX CHARGES 27.78 | 710 | — |
| OTHER CHARGES | 18 000 | — |
| TOTAL COST | 5565 780 | 12 |

**FOR OFFICE USE ONLY**

M.T. / T.T. / DRAFT No.

DRAWN ON Credit Suisse

INITIALS

| CALCULATIONS | WORKED | CHECKED |
|---|---|---|
| | 1 | |
| VALUE DATE | | |
| GS No. | | |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

( N.B.: Payment will normally be made less agent's charges unless otherwise instructed )

METHOD OF PAYMENT Ale Ahad $ 20 2026 fr

☐ ADVISE AND PAY ON APPLICATION AND IDENTIFICATION
☐ CREDIT BENEFICIARY'S ACCOUNT

By whose order ( if to be included in cable message ) MY family Trust

TELEX CHARGES
☐ FOR MY / OUR ACCOUNT
☐ FOR BENEFICIARY'S ACCOUNT
PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

Please effect the above transfer by telex, at my/our risk, it being understood that you are not to held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which may arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice.

It is understood that this remittence is to be effected at the sole risk of the undersigned and that the Bank shall not be held responsible for any loss consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B.: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

FOR OFFICE ONLY

AUTHORISED SIGNATURE AND STAMP

Signature ( or reference )

Address 776-0666

---------- Instance Type and Transmission ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1349 100913TBLTGMGMAXXX3985060390
---------- Message Header ----------
Swift Input : FIN 103 Single Customer Credt Transfer
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM
Receiver : CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH
---------- Message Text ----------
20: Sender's Reference
FX/4486/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 14 September 2010
Currency : USD (US DOLLAR)
Amount : #200,000.00#
50K: Ordering Customer-Name & Address
/A/C NO.120-117984-01
MYJ FAMILY TRUST.
69, KAIRABA AVENUE
S/KUNDA, THE GAMBIA, WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/0835-0147121-54-780
57D: Account With Inst -Name & Addr
//072000326
CHASE BANK
14901 FORD RD
DEARBORN, MI 48126
USA
59: Beneficiary Customer-Name & Addr
/787161066
AHMAD HODROJ
13711 OSBORN AVE.
DEARBORN, MI 48126
USA
70: Remittance Information
//RESIDENTIAL LOAN (PURCHASE OF
//PROPERTY)
71A: Details of Charges
SHA
---------- Message Trailer ----------
{CHK:AB78610DC2BF}
PKI Signature: MAC-Equivalent
---------- Interventions ----------
Category : Network Report.
Creation Time : 13/09/10 13:53:30
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3985060390}{4:{177:1009131349}{451:0}}

8

15

# Trust Bank ltd

BRANCH BJL

APPLICATION FOR
PLEASE MARK APPROPRIATE BOX WITH A CROSS

☐ MAIL TRANSFER
☑ TELEX TRANSFER
☐ DRAFT

REF No. FT 4586 W

EC APPROVAL No.

DATE 15th SEPTEMBER 2010.

| NAME AND ADDRESS OF BENEFICIARY'S BANK | NAME AND ADDRESS OF BENEFICIARY |
|---|---|
| Bank Med<br>Roauche Branch | Ali Mohamed Hijazi |
| BANK CODE No. MEDILLBBV | |
| BENEFICIARY'S ACCOUNT No. 02401124144400 | |
| REFERENCE OR ANY OTHER INFORMATION NECESSARY FOR BENEFICIARY TO APPLY FUNDS | |
| Leasing plane Sep 13, 2010 | |

| | CURRENCY | AMOUNT IN FIGURES |
|---|---|---|
| | US $ | 300,000 |
| AMOUNT IN WORDS | Three Hundred Thousand Dollars Only | |
| RATE | 29.50 | |
| DALASIS EQUIVALENT | | 8850 000 |
| EXCHANGE | | |
| TELEX CHARGES | | 750 |
| OTHER CHARGES | | 88500 |
| TOTAL COST | | 8 939 250 |

In settlement of this transaction, kindly:

- [x] Debit my/our account MYJ family Trust 1201179840 1
- [ ] Find enclosed cheque for D
- [ ] Find entry attached

PLEASE MARK APPROPRIATE BOX WITH A CROSS AND ENSURE THAT THE CORRECT ACCOUNT NUMBER APPEARS ABOVE

FOR OFFICE USE ONLY

M.T. / T.T. / DRAFT No.

DRAWN ON Credit Suisse Ltd, Cred[illegible]

INITIALS

CACULATIONS

| WORKED | CHECKED |
|---|---|
| | |
| VALUE DATE | |
| GS No. | |

## FOR TELEX TRANSFERS THE FOLLOWING DETAILS MUST ALSO BE COMPLETED

(N.B.: Payment will normally be made less agent's charges unless otherwise instructed)

METHOD OF PAYMENT A/C Debit

- [ ] ADVICE AND PAY ON APPLICATION AND IDENTIFICATION MYJ Family Trust
- [ ] CREDIT BENEFICIARY'S ACCOUNT

TELEX CHARGES

- [ ] FOR MY / OUR ACCOUNT
- [ ] FOR BENEFICIARY'S ACCOUNT

PLEASE MARK THE APPROPRIATE BOX WITH A CROSS

By whose order (if to be included in cable message)

Pleas effect the above transfer by telex, at my/our risk, it being understood that you are not to be held liable for any loss arising from failure to properly identify the payee(s), or from the consequences of any delay, mistake, omission, misinterpretation or irregularity which my arise, or from the retention of the sum should circumstances be such as in your judgement or in the judgements of your correspondents to render such retention expedient until confirmation by letter of the telex advice

Consequent upon circumstances arising over which it has no control, nor for the solvency of agents employed.

N.B: This form must be signed by the applicant or in case the applicant is a Firm or Company by a person duly authorised to sign on their behalf.

FOR OFFICE ONLY

AUTHORISED SIGNATURE AND STAMP

Signature (for reference)

Address 776-0666

**Instance Type and Transmission**

Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1240 100916TBLTGMGMAXXX3988060495

**Message Header**

Swift Input : FIN 103 Single Customer Credt Transfer
Sender : TBLTGMGMXXX
TRUST BANK LTD
BANJUL GM
Receiver : CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH

**Message Text**

20: Sender's Reference
FX/4586/10
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 16 September 2010
Currency : USD (US DOLLAR)
Amount : #300,000.00#
50K: Ordering Customer-Name & Address
/A/C NO.120-117984-01
MYJ FAMILY TRUST
KAIRABA AVENUE, THE GAMBIA
WEST AFRICA
52A: Ordering Institution - BIC
TBLTGMGM
TRUST BANK LTD
BANJUL GM
53B: Sender's Correspondent -Location
/0835-0147121-54-780
57A: Account With Institution - BIC
MEDLLBBX
BANKMED,SAL
BEIRUT LB
59: Beneficiary Customer-Name & Addr
/0240112414400
ALI MOHAMED HIJAZI
70: Remittance Information
//LEASING PLANE SEP 13, 2010
71A: Details of Charges
SHA

**Message Trailer**

{CHK:9D68141A4D9A}
PKI Signature: MAC-Equivalent

**Interventions**

Category : Network Report
Creation Time : 16/09/10 12:44:05
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21TBLTGMGMAXXX3988060495}{4:{177:1009161240}{451:0}}

BDW

9

## DEBIT VOUCHER

.....Branch

Under advice dated ..... 20.....

| PARTICULARS | AMOUNT |
|---|---|
| | |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

..... Authorised Signature

4

## DEBIT VOUCHER

.....Branch

Under advice dated ..... 20.....

| PARTICULARS | AMOUNT |
|---|---|
| | |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

..... Authorised Signature

GENERAL LEDGER ONLY

Trust Bank Ltd

Date 18/6/15

OFFSET

CREDIT

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No / 9 Narrative | 10 Over-ride code / 11 Authority |
| Additional details | |
| Department / Prepared / Checked / Approved / Input By / Verified By | |

L LEDGER ONLY

Trust Bank ltd

Date 18 Aug 15

CREDIT

Account Title

Account number

2 Local currency amount: D 280 000

3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount

Account Title: Exec

1 Account number

7 Value date | 8 Cheque No | 9 Narrative | 10 Over-ride code | 11 Authority

Additional details: R/4032/10 DD MW family Trust

Department | Prepared | Checked | Approved | Input By | Verified By

GENERAL LEDGER ONLY

OFFSET

Trust Bank ltd

Date 18 Aug 15

CREDIT

TRUST BANK LIMITED CASHIER 12 AUG 2015 OFFICE

Account Title

1 Account number

2 Local currency amount: D 750

3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount

Account Title: Surv

1 Account number

7 Value date | 8 Cheque No | 9 Narrative | 10 Over-ride code | 11 Authority

Additional details: R/4032/10 DD MW family Trust

Department | Prepared | Checked | Approved | Input By | Verified By

GENERAL LEDGER ONLY

OFFSET

Trust Bank ltd

Date 18 Aug 15

CREDIT

TRUST BANK LIMITED CASHIER 12 AUG 2015 OFFICE

Account Title

1 Account number

2 Local currency amount: D 34

3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount

Account Title: Com of Tax

1 Account number

7 Value date | 8 Cheque No | 9 Narrative | 10 Over-ride code | 11 Authority

Additional details: R/4032/10

AL LEDGER ONLY

ET

Trust Bank ltd

Date 18-Oct-10

CREDIT

| unt Title | Account Title Hebe Ltd. |
|---|---|
| Account number | 1 Account number 2301191000002 |

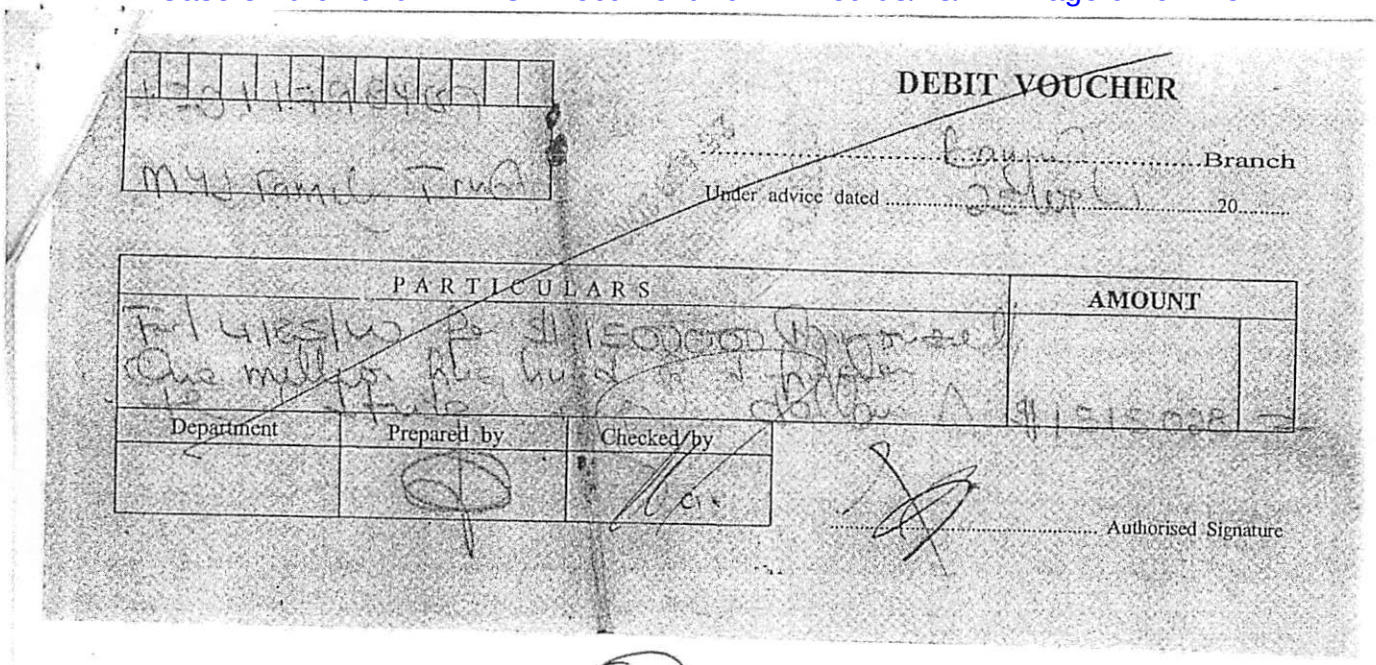
| 2 Local currency amount | 3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount |
|---|---|---|---|---|
| D 1029 | | | 28 | $ 36 75 |

| 7 Value date | 8 Cheque No | 9 Narrative | 10 Over-ride code | 11 Authority |
|---|---|---|---|---|
| | | | | |

Additional details Ref 7x1708087306795 Fd 4032 ( )

| Department | Prepared | Checked | Approved | Input By | Verified By |
|---|---|---|---|---|---|
| | | | | | |

5



DEBIT VOUCHER

Branch

Under advice dated 20

| PARTICULARS | AMOUNT |
|---|---|
| | |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

Authorised Signature

GENERAL LEDGER ONLY

8

Trust Bank ltd

OFFSET

CREDIT

Date

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| D 42 000 000 | 28 $ 1500 000 |
| 7 Value date / 8 Cheque No / 9 Narrative | 10 Over-ride code / 11 Authority |
| Additional details | |
| Department / Prepared / Checked / Approved / Input By / Verified By | |

GENERAL LEDGER ONLY

Trust Bank ltd

OFFSET

CREDIT

Date

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| D 750 | |
| 7 Value date / 8 Cheque No / 9 Narrative | 10 Over-ride code / 11 Authority |
| Additional details | |
| Department / Prepared / Checked / Approved / Input By / Verified By | |

GENERAL LEDGER ONLY

tbl Trust Bank Ltd

OFFSET

Date 25/04/21

| Account Title | CREDIT | Account Title [illegible] |
|---|---|---|
| 1 Account number | | 1 Account number 1N12104- |
| 2 Local currency amount D 420 000 | 3 Txn Code | 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No / 9 Narrative | | 10 Over-ride code / 11 Authority |
| Additional details R/41855 [illegible] M4x Family Trust | | |
| Department / Prepared / Checked / Approved / Input By / Verified By | | |

GENERAL LEDGER ONLY

tbl Trust Bank Ltd

OFFSET

Date 25/04/21

| Account Title | CREDIT | Account Title [illegible] |
|---|---|---|
| 1 Account number | | 1 Account number 1N12104- |
| 2 Local currency amount D 34 | 3 Txn Code | 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No / 9 Narrative | | 10 Over-ride code / 11 Authority |
| Additional details R/41855 | | |
| Department / Prepared / Checked / Approved / Input By / Verified By | | |

GENERAL LEDGER ONLY

Trust Bank Ltd

OFFSET

Date 07/09/15

| Account Title | CREDIT | Account Title Con. on Sch |
|---|---|---|
| 1 Account number | | 1 Account number 1001-9408- |
| 2 Local currency amount D 280000 | 3 Txn Code 12 | 4 Ccy Code 5 Exchange rate 6 Foreign currency amount |
| 7 Value date | 8 Cheque No | 9 Narrative 10 Over-ride code 11 Authority |
| Additional details Ref 44336 Mr My Family Trust | | |
| Department | Prepared | Checked Approved Input By Verified By |

**DEBIT VOUCHER**

120111 1 1 1 8 4 0 1

MYJ family Inv

.....Wo.....Branch

Under advice dated 09/9/Wo 20.....

| PARTICULARS | AMOUNT |
|---|---|
| tr/4485 a 6/10 to 1 62610.28 + $200,000 plus charges (to L.d.e.A at 28/1 to the credit to L.d.e.A and 28/1 debit 95/10) | 1,265,290-95 |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

Authorised Signature

12

GENERAL LEDGER ONLY

OFFSET

tbl **Trust Bank ltd**

Date 9/9/Wo

**CREDIT**

| Account Title | | Account Title Credit Suisse |
|---|---|---|
| 1 Account number | | 1 Account number 2000 9 9 9 00 EUR |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount | |
| D 1,753087 — 84 | | 28 / $ 62610 — 28 |
| 7 Value date / 8 Cheque No. / 9 Narrative | 10 Over-ride code / 11 Authority | |
| Additional details: tr/4485/Wo to bb MYJ family (myf) | | |
| Department / Prepared / Checked / Approved / Input By / Verified By | | |

GENERAL LEDGER ONLY

OFFSET

tbl **Trust Bank ltd**

Date 9/9/Wo

**CREDIT**

| Account Title | | Account Title Credit Suisse |
|---|---|---|
| 1 Account number | | 1 Account number 2000 9 9 9 00 EUR |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount | |
| D $. 600000 — | | 28— / $ 200000 — |
| 7 Value date / 8 Cheque No. / 9 Narrative | 10 Over-ride code / 11 Authority | |
| Additional details: tr/4486/Wo to bb MYJ family (myf) | | |
| Department / Prepared / Checked / Approved / Input By / Verified By | | |

GENERAL LEDGER ONLY

Trust Bank ltd

OFFSET

Date 3/9/10

| Account Title | CREDIT | Account Title Swift |
|---|---|---|
| 1 Account number | | 1 Account number 1 M 1 2 1 0 1 - |
| 2 Local currency amount D 15000 | 3 Txn Code | 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No. / 9 Narrative | | 10 Over-ride code / 11 Authority |
| Additional details tx/ 44485 x to/wo bb MYJ family | | |
| Department | Prepared | Checked / Approved / Input By / Verified By |

GENERAL LEDGER ONLY

Trust Bank ltd

OFFSET

Date 8/9/10

| Account Title | CREDIT | Account Title Comm fee |
|---|---|---|
| 1 Account number | | 1 Account number 1 M 1 2 1 1 1 2 - |
| 2 Local currency amount D 73,530 80 | 3 Txn Code | 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No. / 9 Narrative | | 10 Over-ride code / 11 Authority |
| Additional details tx/ 44485 x to/wo bb MYJ family | | |
| Department | Prepared | Checked / Approved / Input By / Verified By |

GENERAL LEDGER ONLY

Trust Bank ltd

OFFSET

Date 8/9/10

| Account Title | CREDIT | Account Title Secrecy |
|---|---|---|
| 1 Account number | | 1 Account number 1 M 1 3 1 5 0 - |
| 2 Local currency amount D 27 46 | 3 Txn Code | 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No. / 9 Narrative | | 10 Over-ride code / 11 Authority |
| Additional details tx/ 44485 x to/wo bb MYJ family | | |
| Department | Prepared | Checked / Approved / Input By / Verified By |

GENERAL LEDGER ONLY

Trust Bank ltd

OFFSET

Date 16 Sep 16

| Account Title | CREDIT | Account Title |
|---|---|---|
| 1 Account number | 16 SEP 2016 | 1 Account number |
| 2 Local currency amount | 3 Txn Code / 4 Ccy Code | 5 Exchange rate / 6 Foreign currency amount |
| D 88 499 — 89 | | |

| 7 Value date | 8 Cheque No. | 9 Narrative | 10 Over-ride code | 11 Authority |
|---|---|---|---|---|
| | | | | |

Additional details

R/ 45861 To My Family Trust

| Department | Prepared | Checked | Approved | Input By | Verified By |
|---|---|---|---|---|---|
| | | | | | |

**DEBIT VOUCHER**

..... Branch

Under advice dated ..... 20.....

| PARTICULARS | AMOUNT |
|---|---|
| | |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

Authorised Signature

17

GENERAL LEDGER ONLY

OFFSET

**CREDIT**

Trust Bank ltd

Date

| Account Title | | Account Title |
|---|---|---|
| 1 Account number | | 1 Account number |
| - - | | - |

| 2 Local currency amount | 3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount |
|---|---|---|---|---|
| | | | | |

| 7 Value date | 8 Cheque No. | 9 Narrative | 10 Over-ride code | 11 Authority |
|---|---|---|---|---|
| | | | | |

Additional details

| Department | Prepared | Checked | Approved | Input By | Verified By |
|---|---|---|---|---|---|
| | | | | | |

DEBIT VOUCHER

Branch

Under advice dated 07 Sep 20

| PARTICULARS | AMOUNT |
|---|---|
| | $1,000,000.00 |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

Authorised Signature

10

GENERAL LEDGER ONLY

Trust Bank Ltd

Date 07 Sep

OFFSET

CREDIT

07 SEP 2010

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| 2 Local currency amount: D28,000,000 | 3 Txn Code / 4 Ccy Code / 5 Exchange rate: 28 / 6 Foreign currency amount: $1,000,000 |
| 7 Value date / 8 Cheque No / 9 Narrative | 10 Over-ride code / 11 Authority |
| Additional details: FK/4439/10 MU Family Trust | |
| Department / Prepared / Checked / Approved | Input By / Verified By |

GENERAL LEDGER ONLY

Trust Bank Ltd

Date 07 Sep

OFFSET

CREDIT

07 SEP 2010

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| 2 Local currency amount: D750 | 3 Txn Code / 4 Ccy Code / 5 Exchange rate / 6 Foreign currency amount |
| 7 Value date / 8 Cheque No / 9 Narrative | 10 Over-ride code / 11 Authority |
| Additional details: FK/4439/10 MU family trust | |
| Department / Prepared / Checked / Approved | Input By / Verified By |

**DEBIT VOUCHER**

16 SEP 2010

Branch

Under advice dated ..... 20.....

| PARTICULARS | AMOUNT |
|---|---|
| | |

| Department | Prepared by | Checked by |
|---|---|---|
| | | |

Authorised Signature

15

GENERAL LEDGER ONLY

OFFSET

**Trust Bank ltd**

Date 16 Sep 10

**CREDIT**

16 SEP 2010

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| - - | |

| 2 Local currency amount | 3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount |
|---|---|---|---|---|
| D 750 | | | | |

| 7 Value date | 8 Cheque No. | 9 Narrative | 10 Over-ride code | 11 Authority |
|---|---|---|---|---|
| | | | | |

Additional details

| Department | Prepared | Checked | Approved | Input By | Verified By |
|---|---|---|---|---|---|
| | | | | | |

GENERAL LEDGER ONLY

OFFSET

**Trust Bank ltd**

Date 16 Sep 10

**CREDIT**

16 SEP 2010

| Account Title | Account Title |
|---|---|
| 1 Account number | 1 Account number |
| - - | |

| 2 Local currency amount | 3 Txn Code | 4 Ccy Code | 5 Exchange rate | 6 Foreign currency amount |
|---|---|---|---|---|
| D 8850000 | | | 29.50 | $ 300 000 |

| 7 Value date | 8 Cheque No. | 9 Narrative | 10 Over-ride code | 11 Authority |
|---|---|---|---|---|
| | | | | |

Additional details

| Department | Prepared | Checked | Approved | Input By | Verified By |
|---|---|---|---|---|---|
| | | | | | |

# Exhibit 5

# THIS DEED

**After Recordation - Mail To:**
**Paragon Title & Escrow Company**
**7415 Arlington Road**
**Bethesda, Maryland 20814**
**PTE Case No. 6010-00411 (NRT00411-10)**

10-066-02639994
Tax Account Nos./Parcel Identifiers

Made this 14th day of September, 2010, by and between

**CALBERT CHEANEY and YVETTE CHEANEY,** HUSBAND AND WIFE,

Parties of the First Part,

**AND**

**TRUSTEES OF THE MYJ FAMILY TRUST,** AN UNRECORDED TRUST AGREEMENT DATED SEPTEMBER 1, 2009, AS AMENDED,

Party of the Second Part:

WITNESSETH, that for and in consideration of the sum of **$3,500,000.00**, the said Parties of the First Part do hereby grant and convey unto the Party of the Second Part, in FEE SIMPLE, AS **SOLE OWNER**, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Montgomery namely:

> Lot Numbered TWELVE (12) in Block Numbered THREE (3) in the subdivision known as "FALCONHURST" as per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 139 at Plat Number 15998.

Being the same property described in Liber **15795** at Folio **546**, among the said Land Records.

**Title Insurer: Title Resources Guaranty Company**

which has an address of: 9908 BENTCROSS DRIVE, POTOMAC, MD 20854

SUBJECT to covenants, easements and restrictions of record.

TO HAVE AND TO HOLD said land and premises above-described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said Party of the Second Part in FEE SIMPLE.

AND the said Parties of the First Part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said Parties of the First Part have set their hands and seals the year and day first above-written.

Yvette Cheaney (SEAL)
**YVETTE CHEANEY**

**STATE OF** Maryland }

**COUNTY OF** Montgomery } **SS:**

I HEREBY CERTIFY that on this 14th day of September, 2010, before me, the undersigned subscriber, did personally appear **YVETTE CHEANEY,** known to me or satisfactorily proved to be the person whose name is set forth in the within Deed, and did further acknowledge that he/she executed the aforegoing Deed for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

Barbara L. Pandolfi
Notary Public – (BARBARA L. PANDOLFI)

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF MARYLAND
BARBARA L. PANDOLFI
Notary Public
Montgomery Co., MD
My Comm. Expo. July 9, 2014

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Attorney – RANDALL M. ROTHSTEIN

AND the said Parties of the First Part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said Parties of the First Part have set their hands and seals the year and day first above-written.

CALBERT CHEANEY (SEAL)

STATE OF CALIFORNIA }

COUNTY OF ALAMEDA } SS:

I HEREBY CERTIFY that on this 14th day of September, 2010, before me, the undersigned subscriber, did personally appear **CALBERT CHEANEY,** known to me or satisfactorily proved to be the person whose name is set forth in the within Deed, and did further acknowledge that he/she executed the aforegoing Deed for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

M. MCGURGAN
Commission # 1960575
Notary Public - California
Alameda County
My Comm. Expires Mar 18, 2014

Notary Public –

My Commission Expires: MAR. 18. 2014

# Exhibit 6

DocuSign Envelope ID: 14B36865-4E84-4915-B5EC-E3ABA4C8BC47



GCAAR
GREATER CAPITAL AREA ASSOCIATION OF REALTORS®

REALTOR® EQUAL HOUSING OPPORTUNITY

# Residential Lease
# Montgomery County, Maryland

**THIS LEASE,** is made **April 8, 2020** by and between **Goldberg Group Property Management**, as Agent for Landlord **Trustees Of The My J Family Trust ,** (hereinafter referred to as "Landlord" or "Landlord/Agent") and **Pena Holding Group LLC** (hereinafter referred to as "Tenant") (the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as **9908 Bentcross Dr, Potomac, MD 20854** (the Premises") for the term of **24 months** beginning on the first day of **May, 2020** and ending on the last day of **April, 2022** (the "Term").
Mail Box Number _____ Reserved Parking Space Number(s)/Location _____

**GENERAL PROVISIONS:**

1. **RENT:**
Tenant covenants and agrees to pay rent in equal monthly installments of $ **9,500.00** in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is $ **228,000.00**. Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rate; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to **Goldberg Group** at **9711 Washingtonian Boulevard #125, North Potomac, MD 20878** (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

☐ Check if the Takoma Park Rent Escalation Clause provided in the Special Provisions for Takoma Park is applicable to the Premises.

2. **TENANT LIABILITY:**
Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with the applicable law.

3. **PRO RATA:**
It is additionally understood and agreed that Tenant is to commence occupancy of the premises on **April 15, 2020**. On **May 1, 2020** the sum of $ **5,067.00** shall be due as "pro rata" rent for the period **April 15, 2020** through **April 30, 2020**.

4. **ADDITIONAL CHARGES:**
Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of **$35.00** will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

5. **SECURITY DEPOSIT:**
In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of $ **9,500.00**, receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, employees, agents, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent.

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Goldberg Group Real Estate, 9711 Washingtonian Blvd. #125 North Potomac MD 20878 Phone: 3012336501 Fax: 2407022599 9908 Bentcross Dr
David Goldberg, Broker
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the Federal government or the State of Maryland. The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the security deposit to the Tenant together with simple interest, as set forth by Section 8-203(e)(1) of the Real Property Article of the Maryland Annotated Code per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security with Landlord/Agent, provided said security deposit is Fifty Dollars ($50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred to repair damages to the premises.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the new Landlord/Agent, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of the security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

**6. POSSESSION:**

If on the date of this Lease Landlord is unable to deliver possession of the premises on or before the commencement of the Term of the Lease, Tenant's right of possession hereunder is postponed until possession of the premises is delivered, and the rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease, at which time the security deposit and any rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice.

**7. USES/AUTHORIZED OCCUPANTS:**

The premises will be used solely for residential purposes and be occupied by no more than 5 persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: **Maria Goris, Eligio Pena, Krystal Pena, Sebastian Pena, Maria Mendez.**

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

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**8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:**

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the **Falconhurst Estate** (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein notwithstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

**9. PETS/SERVICE ANIMALS:**

**A. Pets:** Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property.

DS _____ (Tenant's Initials) DS ES (Landlord's Initials)

Tenant is authorized to have pets:

☐ **Yes** ☒ **No**

# ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

Pet Deposit: An additional deposit may be added to the security deposit in consideration of Landlord allowing Tenant to keep pet on property. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

**B. Service Animals:** If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy.

Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

☐ **Yes** ☒ **No**

# ALLOWED _____ TYPE OF SERVICE ANIMAL(S) _____

**Tenant shall provide documentation for service animal from licensed medical professional meeting applicable federal, state and local guidelines prior to tenancy.**

**10. MAINTENANCE:**

Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible, after the first thirty (30) days of occupancy, for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

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·All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event Landlord fails to correct a violation cited by Housing Code Enforcement that constitutes a threat to health and safety of Tenant after the time specified, the Director of the Department of Housing and Community Affairs (DHCA) may authorize Tenant to correct violation by licensed contractor chosen from a list maintained by DHCA and deduct the reasonable cost of repair (up to one month's rent).

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent.* It is further agreed and understood that in the event the items described as Tenant's responsibilities in this lease are not properly maintained in accordance with the terms hereof, after ten (10) days' written notice from the Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent has the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of $50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of $250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

**If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.**

**11. UTILITIES:**

Tenant must pay all applicable, individually metered gas, electricity or water utility charges. Additionally, Tenant is responsible for trash removal charges if a private hauler provides that service and the premises is not located in a County trash collection district. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, phone lines, jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the premises to its original condition.

In the event that refuse collection for the property is billed to the Landlord/Agent via the Real Estate Tax Bill, then Tenant shall pay for the refuse charge reflected in said Tax Bill and any subsequent increase during the term of this Lease. Payment of same shall be made when demanded by Landlord/Agent.

Tenant acknowledges responsibility for [X] **Water** [X] **Gas** [X] **Electric** [X] **Other** **Phone, Cable, Internet**.

**12. HEATING OIL:**

Fuel Oil tank will be [ ] **filled** or [ ] **measured** prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel in tank [ ] **full** or **have it** [ ] **measured** upon termination of occupancy. If measuring method is elected Landlord/Agent and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease. Tenant agrees to purchase heating oil from _____ Company at _____ Phone _____, as Landlord/Agent requires the service contract remain in effect with this company

**13. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:**

**A.** Landlord/Agent assumes no responsibility or liability for any non-reposted malfunctions to or misuse of smoke detectors and carbon monoxide detectors by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

**B.** Landlord shall have smoke detectors and carbon monoxide detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to tenancy.

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14. **ALTERATIONS:**
Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association, Tenant my not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. **VEHICLE PARKING:**
No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property.

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

16. **SUBLET/ASSIGNMENT:**
Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or sub tenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of $ **1,000.00** service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or sub tenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

17. **INSURANCE:**
Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

18. **HOLD HARMLESS:**
Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

19. **LANDLORD/AGENT ACCESS TO PROPERTY:**
A. **Routine Entry:** Landlord/Agent may enter the premises after giving due notice (24 hours or for Takoma Park 48 hours) to the Tenant (that the Tenant has not objected to) to do the following: (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; (iv) or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants (only during normal business hours including weekends) except as the Landlord and Tenant otherwise agreed or except as set forth in Paragraph 19(f) below.

B. **Emergency Entry:** Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.

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C. **Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs, except that in Takoma Park the repairs must take place within two (2) weeks from the request.

D. **Entry for Governmental Agency Inspection:** Landlord/Agent may enter the premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord is required to allow access to the government agency responsible for an inspection. Seventy-two (72) hour notice prior to annual/biannual or triennial inspections from County Code Enforcement.

E. **Entry for Good Cause:** Landlord/Agent may enter the premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord has good cause to believe that the Tenant may have breached the lease or may be in violation of County, State, or Federal law, or with respect to premises located with the City of Gaithersburg, (a violation of Chapter 13 of the Gaithersburg City Code).

F. **Entry for Showing Property:** During the last 60 days of the term of this Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the premises. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.

G. **City of Gaithersburg:** The Landlord/Agent must leave a copy of the work order or notice with the tenant or inside the tenant's unit.

**20. DEFAULT:**

A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, regulation, or ordinances of the Landlord/Agent, any Common Ownership community, any governmental rental authority, or any federal, state or local law, then, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the premises that includes the basis for said termination (thirty (30) days written notice from the rent due date for Takoma Park).

B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent - Landlord's Complaint for Repossession of Rented Property.

C. Tenant action to prevent entry after dually authorized notice shall constitute a default.

D. In the event the breach of lease involves behavior by the Tenant or any person on the premises with the Tenant's consent, that demonstrates a clear and imminent danger that Tenant or said person will cause serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease if the Landlord/Agent gives to the Tenant (or person in possession) personally or via first class mail a fourteen (14) day written notice to quit and vacate the premises containing in said notice the basis for the termination. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

**21. BANKRUPTCY OF TENANT:**

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

**22. COURT AWARDED LEGAL FEES:**

In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

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**23. RETALIATORY EVICTION:**

**A.** No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

**B.** The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

**24. WAIVER CLAUSE:**

Any waiver of a default hereunder is not to be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

**25. TERMINATION/HOLD-OVER (Except Takoma Park):**

**A.** Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other written notice of termination two (2) calendar months prior to the expiration of the Term.

**B.** If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

**C.** Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of **25.000** % of the last rent charged if Tenant holds over after over proper notice.

DS _____ (Tenant's Initials) _____ (Tenant's Initials)

**26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:**

**A.** Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

**B.** Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving or Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the date of intended moving as designated in Tenant's notice.

**27. ABANDONED PERSONAL PROPERTY:**

Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

**28. DESTRUCTION:**

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

**29. SUBORDINATION:**

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

**30. ESTOPPEL CERTIFICATE:**

Tenant will, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

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**31. AGENCY:**

The Owner recognizes (Brokerage) **Goldberg Group Property Management** as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

**32. MANAGEMENT:**

These premises will be managed by **Goldberg Group Property Management** (Owner) (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by all provisions of Security Deposit Law in the State of Maryland. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

**33. AUTHORIZATION TO INSTALL KEYBOX (Except Takoma Park):**

The undersigned Tenant agrees that the Landlord/Agent, during the last **60** days of this Lease Agreement or any extension thereof, may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

**34. CANCELLATION BY TENANT IN INITIAL TERM:**

A. **Reasonable cause beyond tenant control:** The initial term of this Lease may be terminated upon thirty (30) days written notice to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, domestic violence, senior living (Tenant or spouse is at least 62 years of age, can no longer live independently and must move to nursing home/other senior citizen housing), Resident incarcerated or declared mentally incompetent, housing provided harassing resident or violates resident's privacy or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date.

B. **Reason within Tenant control:** If Tenant elects to voluntarily terminate this Lease during the initial term (for example, house purchase, voluntary job change, marriage) two (2) calendar months written notice prior to the rent due date to quit and vacate -- to run from the first of the month to the last day of the second month -- shall be given to Landlord/Agent. Tenant shall be responsible for rent payment during that period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses, lost rent and other expenses incurred by Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in the payment of rent during the balance of the initial term of this Lease. If the leased premises are located in a multi-family structure or condominium building where Landlord owns multiple units, Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit in the rental facility.

**35. MILITARY CLAUSE:**

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit less deductions for unpaid rent and damages, if any, within 30 days of the date of termination.

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**36. RENT INCREASES:**

**A.** **Frequency and Amount:** Rent may not be increased more than once per twelve (12) month period.

**B.** **Notice:** Ninety (90) days prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. In the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must give written notice to the Landlord/Agent on the 1st of the month in which the tenancy or intended tenancy will expire of intention to so vacate and must then vacate by the end of the initial term or any extension thereof.

**C.** **Each written rent increase notice must contain the following:**

i. The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
ii. The effective date of the proposed rent increase.
iii. The applicable rent increase guideline is sued under section 29-53 of the Montgomery County Code.
iv. A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive.
v. Other information as the landlord deems useful in explaining the rent increase.

**37. NOTICES:**

**A.** Pursuant to Section 8-210(a) Real Property Article of the Annotated Code of Maryland, for purposes of notices to the Landlord, the name of the Landlord or Landlord's Agent is **Goldberg Group Property Management**

Landlord/Agent's address is **9711 Washingtonian Boulevard #125, North Potomac, MD 20878**, and Landlord/Agent's telephone number is **(240)702-2600**.
Notice to and service upon the agent shall constitute notice to and service upon the Landlord. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the most current name and address of the resident agent of the corporation.

**B.** Any written notice regarding any of the provisions of this Lease must be given by **Pena Holding Group LLC** on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Any notice, other than any notice regarding the final move-out inspection, is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage.

**38. RECEIPTS:**

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, if payment is not in cash or with a money order, upon Tenant's request for a receipt.

**39. MISCELLANEOUS:**

**A.** Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

**B.** If this Lease contains a Lease Option Agreement as defined in Section 8-202(b), Real Property Article, Maryland Annotated Code, the lease must state on its face: THIS IS NOT A CONTRACT TO BUY.

**C.** The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.

**D.** Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

**E.** This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

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**F.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

**G.** Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

**H.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

**I.** If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

**40. EMERGENCY NUMBER:**

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: **(240)455-4455**.

**41. LEAD PAINT:**

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. All residential properties built prior to 1978 must be registered with the Maryland Department of the Environment. Tenants must receive the Federally approved pamphlet "Protect Your Family from Lead in Your Home", copy of current Lead inspection certificate, and the Maryland pamphlet MDE "Lead Poisoning Prevention-Notice of Tenants' Rights".

**Tenant has read the Lead warning statement above and acknowledged receipt of copies of any information listed.**

EDS (Tenant's Initials) _____ (Tenant's Initials)

**42. MANDATORY SPECIAL PROVISIONS (must check one or more):**

The following special provisions apply to these Premises:

- [X] Montgomery County Lease Summary (REQUIRED) except City of Gaithersburg, Rockville and Takoma Park.
- [ ] Multi-family rental property in Montgomery County, #1225
- [X] Single-family rental property in Montgomery County, #1226
- [ ] Condominiums & Cooperatives rental property in Montgomery County, #1227
- [ ] Multi-family, single-family, condominium and cooperatives in the City of Rockville, #1228
- [ ] Multi-family, single-family, condominium and cooperatives in the City of Gaithersburg, #1229
- [ ] Multi-family, single-family, condominium and cooperatives in the City of Takoma Park, #1230

**43. LANDLORD/TENANT HANDBOOK**

**A.** Tenant confirms receipt of Montgomery County, MD Landlord/Tenant Handbook

EDS (Tenant's Initials) _____ (Tenant's Initials)

**B.** Tenant declines a hard copy and accepts referral to a copy on the County website http://montgomerycountymd.gov/DHCA/housing/landlordtenant

EDS (Tenant's Initials) _____ (Tenant's Initials)

**44. ADDITIONALPROVISIONS:** Further Provisions and Additions:

**LAST MONTH OF LEASE: Tenant is responsible for the entire last month's rent regardless of date Tenant vacates during the last month of the lease. Landlord is under no obligation to pro-rate rent at the end of the lease term unless property is re-rented.**

**Landlord prohibits Tenant from smoking inside premises, Tenant will be held responsible for any and all damage related to smoke damage/odor should it occur.**

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**ADDITIONAL ADDENDA ATTACHED:** Yes [X] No [ ]

**IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.**

DocuSigned by: 4/11/2020
Tenant Date
**Pena Holding Group LLC**

DocuSigned by: 4/13/2020
Landlord Date
**Trustees Of The MYJ Family Trust**

Tenant Date

Landlord Date

Tenant Date

**Goldberg Group Property Management**
REALTOR® Firm

Tenant Date

DocuSigned by: 4/10/2020
Agent Date
**David Goldberg, Managing Agent**

Security Deposit Received: $ **9,500.00** From _____ On _____ Date

First Month's Rent Received: $ **9,500.00** From _____ On _____ Date

Pro-Rata Rent Received: $ **5,067.00** From _____ On _____ Date

[X] **Guarantors:** If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of Montgomery County in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of Montgomery County as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

**Maria Goris**
Name of Guarantor

**1600 S Eads St 104 S Arlington, VA 22202**
Address of Guarantor

DocuSigned by: 4/14/2020
Signature of Guarantor Date

**Eligio Pena**
Name of Guarantor

**1600 S Eads St 104 S Arlington, VA 22202**
Address of Guarantor

DocuSigned by: 4/11/2020
Signature of Guarantor Date

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

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